SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No.)*

GRUPO AEROPORTUARIO DEL CENTRO NORTE, S.A.B. DE C.V.[1] (the "Issuer")
(Name of Issuer)

Series B Shares of Common Stock ("Series B Shares")
(Title of Class of Securities)

4005102[2]
(CUSIP Number)

Rémi Maumon de Longevialle
Chief Financial Officer, Vinci Airports SAS and
President, CONCESSOC 31 SAS
1973 Boulevard de la Défense
92000 Nanterre, France
+33 1 57 98 73 85
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

December 7, 2022
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D and is filing this schedule because of sections 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of section 18 of the Securities Exchange Act of 1934 (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(1) Translation of Issuer's Name: Central North Airport Group.
(2) No CUSIP number exists for the underlying Shares, as the Shares are not traded in the United States. The CUSIP number 4005102 is only for the American Depositary Shares ("ADSs") representing Series B Shares.

CUSIP NO. NOT APPLICABLE			
1	NAMES OF REPORTING PERSONS VINCI SA		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) ☐ (b) ☒
3	SEC USE ONLY		
4	SOURCE OF FUNDS Not Applicable		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) Not Applicable		☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION France		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 115,812,210 Series B Shares (3)	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 115,812,210 Series B Shares (3)	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 115,812,210 Series B Shares		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		☐
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 29.9 % Series B Shares (4) (See Item 5)		
14	TYPE OF REPORTING PERSON HC, CO		

(3) Includes the power to vote and dispose of 58,529,833 Series B Shares (including Series B Shares represented by ADSs) owned by Aerodrome, 7,516,377 Series B Shares owned by SETA and 49,766,000 Series BB shares owned by SETA at the Closing Date. SETA is entitled to convert the Series BB shares into Series B Shares solely upon their disposition to a third party.

(4) Percentage calculated based on 58,529,833 Series B Shares (including Series B Shares represented by ADSs) owned by Aerodrome, 7,516,377 Series B Shares owned by SETA and 49,766,000 Series BB shares owned by SETA at the Closing Date. SETA is entitled to convert the Series BB shares into Series B Shares solely upon their disposition to a third party.

CUSIP NO. NOT APPLICABLE			
1	NAMES OF REPORTING PERSONS VINCI Concessions SAS		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) ☐ (b) ☒
3	SEC USE ONLY		
4	SOURCE OF FUNDS Not Applicable		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) Not Applicable		☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION France		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 115,812,210 Series B Shares(5)	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 115,812,210 Series B Shares(5)	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 115,812,210 Series B Shares		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		☐
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 29.9 % Series B Shares(6) (See Item 5)		
14	TYPE OF REPORTING PERSON HC, CO		

(5) Includes the power to vote and dispose of 58,529,833 Series B Shares (including Series B Shares represented by ADSs) owned by Aerodrome, 7,516,377 Series B Shares owned by SETA and 49,766,000 Series BB shares owned by SETA at the Closing Date. SETA is entitled to convert the Series BB shares into Series B Shares solely upon their disposition to a third party.

(6) Percentage calculated based on 58,529,833 Series B Shares (including Series B Shares represented by ADSs) owned by Aerodrome, 7,516,377 Series B Shares owned by SETA and 49,766,000 Series BB shares owned by SETA at the Closing Date. SETA is entitled to convert the Series BB shares into Series B Shares solely upon their disposition to a third party.

CUSIP NO. NOT APPLICABLE			
1	NAMES OF REPORTING PERSONS VINCI Airports SAS		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) ☐ (b) ☒
3	SEC USE ONLY		
4	SOURCE OF FUNDS Not Applicable		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) Not Applicable		☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION France		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 115,812,210 Series B Shares(7)	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 115,812,210 Series B Shares(7)	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 115,812,210 Series B Shares		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		☐
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 29.9 % Series B Shares(8) (See Item 5)		
14	TYPE OF REPORTING PERSON HC, CO		

(7) Includes the power to vote and dispose of 58,529,833 Series B Shares (including Series B Shares represented by ADSs) owned by Aerodrome, 7,516,377 Series B Shares owned by SETA and 49,766,000 Series BB shares owned by SETA at the Closing Date. SETA is entitled to convert the Series BB shares into Series B Shares solely upon their disposition to a third party.

(8) Percentage calculated based on 58,529,833 Series B Shares (including Series B Shares represented by ADSs) owned by Aerodrome, 7,516,377 Series B Shares owned by SETA and 49,766,000 Series BB shares owned by SETA at the Closing Date. SETA is entitled to convert the Series BB shares into Series B Shares solely upon their disposition to a third party.

CUSIP NO. NOT APPLICABLE			
1	NAMES OF REPORTING PERSONS CONCESSOC 31 SAS		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) ☐ (b) ☒
3	SEC USE ONLY		
4	SOURCE OF FUNDS BK, AF		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) Not Applicable		☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION France		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 115,812,210 Series B Shares(10)	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 115,812,210 Series B Shares(10)	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 115,812,210 Series B Shares		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		☐
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 29.9% Series B Shares(11) (See Item 5)		
14	TYPE OF REPORTING PERSON HC, CO		

(9) CONCESSOC owns 862,703,375 shares of SETA. VINCI Airports Participations SAS owns 1 share of SETA for purposes of complying with Section I of Article 89 of the Mexican General Law of Business Organizations (*Artículo 89 fracción I de la Ley General de Sociedades Mercantiles*); however, while VINCI Airports Participations SAS is allowed to vote through its ownership of one share of SETA, it holds no dispositive or voting power for purposes of beneficial ownership over the 7,516,377 Series B Shares and 49,766,000 Series BB shares owned by SETA.

(10) Includes the power to vote and dispose of 58,529,833 Series B Shares (including Series B Shares represented by ADSs) owned by Aerodrome, 7,516,377 Series B Shares owned by SETA and 49,766,000 Series BB shares owned by SETA at the Closing Date. SETA is entitled to convert the Series BB shares into Series B Shares solely upon their disposition to a third party.

(11) Percentage calculated based on 58,529,833 Series B Shares (including Series B Shares represented by ADSs) owned by Aerodrome, 7,516,377 Series B Shares owned by SETA and 49,766,000 Series BB shares owned by SETA at the Closing Date. SETA is entitled to convert the Series BB shares into Series B Shares solely upon their disposition to a third party.

CUSIP NO. NOT APPLICABLE			
1	NAMES OF REPORTING PERSONS Servicios de Tecnologia Aeroportuaria, S.A. de C.V.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) ☐ (b) ☒
3	SEC USE ONLY		
4	SOURCE OF FUNDS Not Applicable		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) Not Applicable		☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION Mexico		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 57,282,377 Series B Shares(12)	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 57,282,377 Series B Shares	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 57,282,377 Series B Shares		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		☐
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 14.8 % Series B Shares(13) (See Item 5)		
14	TYPE OF REPORTING PERSON HC, CO		

(12) Includes the power to vote and dispose of 7,516,377 Series B Shares owned by SETA and 49,766,000 Series BB shares owned by SETA at the Closing Date. SETA is entitled to convert the Series BB shares into Series B Shares solely upon their disposition to a third party.

(13) Percentage calculated based on 7,516,377 Series B Shares owned by SETA and 49,766,000 Series BB shares owned by SETA at the Closing Date. SETA is entitled to convert the Series BB shares into Series B Shares solely upon their disposition to a third party.

CUSIP NO. NOT APPLICABLE			
1	NAMES OF REPORTING PERSONS Aerodrome Infrastructure S.à r.l.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) ☐ (b) ☒
3	SEC USE ONLY		
4	SOURCE OF FUNDS Not Applicable		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) Not Applicable		☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION Luxembourg		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 58,529,833 Series B Shares(14)	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 58,529,833 Series B Shares	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 58,529,833 Series B Shares		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		☐
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 15.1 % Series B Shares(15) (See Item 5)		
14	TYPE OF REPORTING PERSON HC, CO		

(14) Includes the power to vote and dispose of 58,529,833 Series B Shares (including Series B Shares represented by ADSs) owned by Aerodrome.
(15) Percentage calculated based on 58,529,833 Series B Shares (including Series B Shares represented by ADSs) owned by Aerodrome.

Item 1. Security and Issuer

This Schedule 13D is being filed in relation to the Series B Shares of Common Stock ("**Series B Shares**") of Grupo Aeroportuario del Central Norte, S.A.B. de C.V. (the "**Issuer**" or "**OMA**").

The address of the principal executive offices of the Issuer is Torre Latitud, L501, Piso 5, Av. Lázaro Cárdenas 2225, Col. Valle Oriente, San Pedro Garza García, Nuevo León, México.

Item 2. Identity and Background

This Schedule 13D is being filed by VINCI SA ("**VINCI**"), VINCI Concessions SAS ("**VINCI C**"), VINCI Airports SAS ("**VINCI A**") and CONCESSOC 31 SAS ("**CONCESSOC**" and together with VINCI, VINCI C and VINCI A, the "**VINCI Entities**"), Servicios de Tecnologia Aeroportuaria, S.A. de C.V. ("**SETA**") and Aerodrome Infrastructure S.à r.l. ("**Aerodrome**" and together with the VINCI Entities and SETA, the "**Reporting Persons**").

The Reporting Persons have entered into a Joint Filing Agreement dated December 7, 2022, a copy of which is filed as Exhibit 1 to this Schedule 13D, pursuant to which they have agreed to file this Schedule 13D jointly in accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**").

VINCI C, VINCI A and CONCESSOC are simplified joint-stock companies (*sociétés par actions simplifiées*) organized under the laws of France. VINCI is a public limited company (*société anonyme*) organized under the laws of France. Aerodrome is a private limited company (*société à responsabilité limité*) organized under the laws of the Grand Duchy of Luxembourg and SETA is a corporation (*sociedad anónima de capital variable*) organized under the laws of Mexico.

VINCI is the parent company of the VINCI Entities, and its principal business is financing, designing, building, and operating infrastructure projects around the world, which include concession, energy, and construction projects. VINCI C is a wholly-owned subsidiary of VINCI and its principal business is managing the worldwide concession operations of the VINCI Entities. VINCI A is a wholly-owned subsidiary of VINCI C and its principal business is managing the everyday operation of the VINCI Entities' airports. CONCESSOC is a wholly-owned subsidiary of VINCI A and its principal business is to hold investments for VINCI A. Aerodrome is a wholly-owned subsidiary of CONCESSOC and its principal business is to hold investments for CONCESSOC. SETA is 99.99% owned by CONCESSOC and 0.01% owned by Vinci Airports Participations SAS, a simplified joint-stock company (*société par actions simplifiées*) organized under the laws of France (a wholly-owned subsidiary of VINCI A). SETA's principal business is to act as a strategic partner to OMA and provide management and consulting services and transfer industry expertise and technology to OMA for a fee, as set forth in that certain technical assistance and transfer of technology agreement (*Contrato de Asistencia Técnica y Transferencia de Tecnología*) dated June 14, 2000, by and among, inter alia, OMA and SETA, as amended by that certain Second Amendment to Technical Assistance and Transfer of Technology Agreement dated April 13, 2015 and that certain Third Amendment to Technical Assistance and Transfer of Technology Agreement dated December 14, 2020, and as may be amended from time to time (the "**TATTA**") (which grants SETA the right to appoint and nominate the same number of directors and officers that it is currently entitled to appoint under the Issuer's bylaws, as long as it remains in effect and SETA continues to hold at least 7.65% of OMA's capital stock in the form of Series BB shares).

The VINCI Entities' principal address is 1973 Boulevard de la Défense, 92000 Nanterre, France.

Aerodrome's principal address is 9, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg.

SETA's principal address is Avenida Patriotismo No. 201, Piso 7 B43, Colonia, San Pedro de los Pinos, Alcaldía Benito Juárez, C.P. 03800, Ciudad de México, México.

Attached as Appendix A is the information concerning the executive officers and board of directors of the VINCI Entities. Attached as Appendix B is the information concerning the board of managers of Aerodrome; Aerodrome does not have executive officers, as permitted by Luxembourg law. Attached as Appendix C is the information concerning the executive officers and board of directors of SETA. Each of Appendix A, Appendix B and Appendix C is incorporated by reference into this Item 2.

None of the Reporting Persons have, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

The information set forth in Item 4 is hereby incorporated by reference into this Item 3.

Item 4. Purpose of Transaction

On December 7, 2022 (the "**Closing Date**"), CONCESSOC completed the purchase of all the equity interests in SETA and Aerodrome. As of the Closing Date, SETA and Aerodrome collectively own 66,046,210 of OMA's Series B Shares (including Aerodrome's Series B Shares represented by ADSs) (the "**Purchased Series B Shares**") and SETA owns 49,766,000 of OMA's Series BB shares (the "**Purchased Series BB Shares**"). Together, the Purchased Series B Shares and the Purchased Series BB Shares account for approximately 29.9% of OMA's total issued and outstanding capital stock. The purchase was completed pursuant to a Share Purchase Agreement dated July 31, 2022, by and among, *inter alia*, CONCESSOC as purchaser and Fintech Holdings Inc., Bagual S.à r.l., Grenadier S.à r.l., Pequod S.à r.l., Harpoon S.à r.l. and Expanse S.à r.l. as sellers (collectively, the "**Sellers**"), in which CONCESSOC agreed to purchase 100% of the equity interests held by the Sellers in SETA and Aerodrome, respectively (as amended on December 2, 2022, the "**SPA**") for US$1,170,000,000, (x) using (i) a shareholder loan from VINCI A pursuant to the terms of an intercompany loan agreement (*convention de compte courant d'associé*), dated December 6, 2022 (the "**Intercompany Loan Agreement**"), by and between VINCI A and CONCESSOC, and a subordination agreement, dated December 7, 2022, by and between VINCI A and CONCESSOC (the "**Subordination Agreement**"), in the amount of EUR733,321,301.04 and (ii) term loans denominated in Mexican Pesos ("**MXN**") of approximately MXN$8,750,000,000 under the Credit Agreement (as defined below) and (y) in connection with the repayment of the Closing Debt (as defined below), (i) holding a promissory note for repayment of funds issued by Aerodrome to the benefit of CONCESSOC in consideration for payment of the Closing Debt dated December 7, 2022 (the "**Promissory Note**") and (ii) entering into a set-off agreement with Aerodrome dated December 7, 2022, pursuant to which the Promissory Note is partially repaid by way of set-off against a contribution made by CONCESSOC to Aerodrome's share capital, and a second set-off agreement for the repayment of the outstanding amount of Aerodrome's debt dated December 14, 2022, pursuant to which Aerodrome's outstanding debt under the Promissory Note is fully repaid by way of set-off against a contribution made by CONCESSOC to Aerodrome's share capital (the "**Repayment Agreements**"). Under the SPA, the parties also agreed that each of the officers, board of directors and managers of SETA and Aerodrome would resign from their positions effective immediately upon the Closing Date. New officers, board of directors and managers have been appointed to SETA and Aerodrome, and new directors have been appointed to the board of directors of OMA, as of the Closing Date.

CONCESSOC entered into a credit and guaranty agreement with (i) Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa ("**Inbursa**"); (ii) HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC ("**HSBC**"); and (iii) Scotiabank Inverlat S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat ("**Scotiabank**", and together with Inbursa and HSBC, the "**Lenders**"), dated December 2, 2022 (the "**Credit Agreement**"), and SETA and Aerodrome as guarantors under the Credit Agreement (the "**Guarantors**") pursuant to a joinder agreement, dated December 7, 2022 (the "**Joinder Agreement**"). Under the Credit Agreement, the Lenders agreed to provide CONCESSOC the following MXN denominated facilities: (i) two senior secured term loan facilities to be provided equally by Scotiabank and HSBC, in an aggregate principal amount up to MXN$4,750,000,000 comprised of the following: (a) a term loan facility A in an aggregate principal amount up to MXN$2,375,000,000 (the "**TL Facility A**"), maturing on the third anniversary of the date on which the TL Facilities (as defined below) are disbursed (the "**Facilities Closing Date**"), and (b) a term loan facility B in an aggregate principal amount up to MXN$2,375,000,000 (the "**TL Facility B**" and together with the TL Facility A, the "**Tranche A/B TL Facilities**"), maturing on the fifth anniversary of the Facilities Closing Date, (ii) a senior secured term loan facility, to be provided by Inbursa, in an aggregate principal amount up to MXN$4,000,000,000 (the "**TL Facility C**", and together with the Tranche A/B TL Facilities, the "**TL Facilities**"), maturing on the tenth anniversary of the Facilities Closing Date, and (iii) at the election of CONCESSOC, in lieu of maintaining a debt service reserve account, a senior secured revolving loan facility in an aggregate principal amount up to MXN$600,000,000 (the "**Debt Service Reserve Facility**", and together with the TL Facilities, the "**Loans**"), maturing on the fifth anniversary of the Facilities Closing Date.

The TL Facilities are secured by first priority security interests in favor of Scotiabank, as collateral agent (for the benefit of the Lenders), in respect of substantially all the assets of (i) CONCESSOC, (ii) SETA, and (iii) Aerodrome, including, among others the Purchased Series B Shares and the Purchased Series BB Shares. The security documents for the Loans consist of (i) a Mexican law-governed irrevocable security and management trust agreement (*fideicomiso de garantía*), dated December 7, 2022, by and among SETA as settlor and beneficiary in second place, CIBanco, S.A., Institución

de Banca Múltiple, as trustee, and Scotiabank as collateral agent, as first place beneficiary (the "**Guaranty Trust Agreement**"), pursuant to which the trustee thereunder holds, among others, the collection rights (but not the obligations) with respect to the payments owed by the Issuer under the TATTA, (ii) a Mexican law-governed contribution agreement (*convenio de aportación*), dated December 7, 2022, by and among SETA as settlor and beneficiary in second place, CIBanco, S.A., Institución de Banca Múltiple, as trustee, and Scotiabank as collateral agent, as first place beneficiary (the "**Contribution Agreement**"), pursuant to which the settlor irrevocably transferred and assigned to the trustee the rights under the TATTA, (iii) a Mexican securities law pledge agreement (*contrato de prenda bursátil sobre acciones*) dated December 7, 2022, by and among SETA and Aerodrome as pledgors, Scotiabank as pledgee, in its capacity as Mexican collateral agent and Scotia Inverlat Casa de Bolsa S.A. de C.V., Grupo Financiero Scotiabank Inverlat in its capacity as depositary, manager and executor (the "**Mexican Securities Pledge Agreement**"), over the Purchased Series B Shares, (iv) a Mexican share pledge agreement (*contrato de prenda sobre acciones*) dated December 7, 2022, by and among CONCESSOC, Vinci Airports Participations SAS and SETA as pledgors, Scotiabank as pledgee, in its capacity as Mexican collateral agent, with the appearance of SETA and OMA (the "**Mexican Share Pledge Agreement**"), over the (a) 100% interest in SETA shares acquired by CONCESSOC and Vinci Airports Participations SAS and (b) the Purchased Series BB Shares held by SETA in connection with the transactions described in the SPA, (v) a Mexican non-possessory pledge agreement (*contrato de prenda sin transmisión de posesión*) dated December 7, 2022, by and among CONCESSOC and Aerodrome as pledgors, Scotiabank as pledgee, in its capacity as Mexican collateral agent (the "**Mexican Account Pledge Agreement**"), over certain bank accounts of CONCESSOC and Aerodrome, and (vi) a Luxembourg law governed share pledge agreement dated December 7, 2022, by and among CONCESSOC, as pledgor, Scotiabank, as collateral agent. and Aerodrome, as company that is accepting its shares being pledged in accordance with Luxembourg law (the "**Luxembourg Pledge Agreement**"), over the 100% interest in Aerodrome shares acquired by CONCESSOC in connection with the transactions described in the SPA.

On the Closing Date, Inbursa, Banco Santander Mexico, S.A., Institución de Banca Múltiple, Grupo Financiero Santander Mexico, and ICBC Standard Bank (the "**Acquired Companies' Creditors**") executed and issued a pay-off letter, confirming that (i) that certain MXN$6,200,000,000 margin loan agreement dated December 6, 2021 (the "**Margin Facility**"), between Aerodrome, as borrower, and the Acquired Companies' Creditors, as lenders, was repaid in full and terminated in accordance with its terms, and (ii) all liens in respect of any property of Aerodrome, SETA, OMA and their respective subsidiaries created pursuant to or in connection with the Margin Facility were released and discharged in full. The Margin Facility was secured by (i) the Purchased Series BB Shares, (ii) the Series B Shares owned by SETA and Aerodrome, which included the Purchased Series B Shares (some of the pledged Series B Shares owned by Aerodrome were divested prior to the Closing Date and were not part of the Purchased Series B Shares), (iii) the shares of SETA owned by Bagual S.à r.l., Grenadier S.à r.l., Pequod S.à r.l., Harpoon S.à r.l. and Expanse S.à r.l. and (iv) the collection rights under the TATTA and amounts thereunder. In addition, on the Closing Date, (i) the loan agreement, dated as of July 9, 2021, by and between Fintech Investments Ltd., as lender and Aerodrome as borrower, as amended from time to time and (ii) the loan agreement dated as of July 29, 2021, by and between Fintech Investments Ltd., as lender, and Aerodrome, as borrower, as amended from time to time (the "**Fintech Investments Loan Agreements**," together with the Margin Facility, the "**Closing Debt**") were paid in full and terminated in accordance with their terms and all liens in respect to any property of Aerodrome, OMA and their respective subsidiaries created pursuant to or in connection with the Fintech Investment Loan Agreements were released and discharged in full. The repayment of the Closing Debt amounted to $347,772,546.03.

The Reporting Persons may consider from time to time acquiring an additional interest in Series B Shares of the Issuer. Pursuant to the Mexican Securities Market Law (*Ley del Mercado de Valores*), if the Reporting Persons intend to acquire an aggregate interest of 30% or more of the outstanding shares of the Issuer, a tender offer would need to be conducted in Mexico with the prior approval of the Mexican National Banking and Securities Commission (*Comisión Nacional Bancaria y de Valores*). Furthermore, depending on various factors including, without limitation, the Reporting Persons' overall investment strategies and liquidity requirements, applicable legal and regulatory constraints, conditions in the securities and capital markets and other factors that the Reporting Persons may deem relevant, the Reporting Persons may consider seeking a delisting of the ADSs representing Aerodrome's Series B Shares from the NASDAQ Stock Market LLC and terminate registration of the ADSs under the Exchange Act.

Except as described in this Schedule 13D, the Reporting Persons do not have any present plans or proposals that relate to or would result in any of the actions described in Item 4 of this Schedule 13D, although, the Reporting Persons reserve the right to formulate plans or proposals regarding the Issuer or any of its securities and to carry out any of the actions or transactions described in paragraphs (a) through (j) of Item 4 of the instructions to this Schedule 13D, to the extent deemed advisable by the Reporting Persons.

The information disclosed in this section does not purport to be complete and is qualified in its entirety by reference to the SPA, which is filed as Exhibits 3 and 4 to this Schedule 13D to include its amendment, the Credit Agreement, which is filed as Exhibit 5 to this Schedule 13D, the Joinder Agreement, which is filed as Exhibit 6 to this Schedule 13D, the Guaranty Trust Agreement, which is filed as Exhibit 7 to this Schedule 13D, the Contribution Agreement, which is filed as Exhibit 8 to this Schedule 13D, the Mexican Securities Pledge Agreement, which is filed as Exhibit 9 to this Schedule 13D, the Mexican Share Pledge Agreement, which is filed as Exhibit 10 to this Schedule 13D, the Mexican Account Pledge Agreement, which is filed as Exhibit 11 to this Schedule 13D, the Luxembourg Pledge Agreement, which is filed as Exhibit 12 to this Schedule 13D, the Intercompany Loan Agreement, which is filed as Exhibit 13 to this Schedule 13D, the Subordination Agreement, which is filed as Exhibit 14 to this Schedule 13D, the Promissory Note, which is filed as Exhibit 15 to this Schedule 13D, the Repayment Agreements, which are filed as Exhibits 16 and 17 to this Schedule 13D, and the TATTA, which is filed as Exhibits 18-20 to this Schedule 13D to include its amendments, which are incorporated herein by reference in their entirety. Investors are urged to read the SPA, the Credit Agreement, the Joinder Agreement, the Guaranty Trust Agreement, the Contribution Agreement, the Mexican Securities Pledge Agreement, the Mexican Share Pledge Agreement, the Mexican Account Pledge Agreement, the Luxembourg Pledge Agreement, the Intercompany Loan Agreement, the Subordination Agreement, the Promissory Note, the Repayment Agreements and the TATTA for more complete descriptions of the provisions contained therein.

Item 5. Interest in Securities of the Issuer

(a)-(b) As of the date of this Schedule 13D filing, the Reporting Persons have the following direct and indirect beneficial interest in Series B Shares.

Name/ Entity	Directly Owned[1]		Indirectly Owned[1]		Directly and Indirectly Owned[1]	
	Number	% of Class	Number	% of Class	Number	% of Class
VINCI[2]	0	0%	115,812,210	29.9%	115,812,210	29.9%
VINCI C[2]	0	0%	115,812,210	29.9%	115,812,210	29.9%
VINCI A[2]	0	0%	115,812,210	29.9%	115,812,210	29.9%
CONCESSOC[2]	0	0%	115,812,210	29.9%	115,812,210	29.9%
SETA[4]	57,282,377	14.8%	0	0%	57,282,377	14.8%
AERODROME[5]	58,529,833	15.1%	0	0%	58,529,833	15.1%

(1) All percentages are based on 386,169,425 Series B Shares outstanding, as reported in the Form 20-F filed by the Issuer with the Securities and Exchange Commission ("**SEC**") on April 29, 2022, which is currently comprised of 336,403,425 Series B Shares outstanding plus the Purchased Series BB Shares that SETA is entitled to convert into Series B Shares solely upon their disposition to a third party.

(2) VINCI is the parent company of the VINCI Entities. VINCI C is a wholly-owned subsidiary of VINCI, VINCI A is a wholly-owned subsidiary of VINCI C, and CONCESSOC is a wholly-owned subsidiary of VINCI A. CONCESSOC owns 99.99% of shares of SETA and VINCI Airports Participations SAS owns 0.01% of SETA; however, VINCI Airports Participations SAS holds no dispositive or voting power over the 7,516,377 Series B Shares and 49,766,000 Series BB shares owned by SETA. CONCESSOC owns 100% of the equity interest of Aerodrome.

(4) SETA has the sole power to vote and dispose of 7,516,377 Series B Shares and the Purchased Series BB Shares that SETA is entitled to convert into Series B Shares (solely upon their disposition to a third party), representing 14.8% of the shares of the Issuer.

(5) Aerodrome has the sole power to vote and dispose of 58,529,833 Series B Shares (including Series B Shares represented by ADSs), representing 15.1% of the shares of the Issuer.

VINCI exercises its rights over the Purchased Series B Shares and the Purchased Series BB Shares indirectly through VINCI C.

VINCI C exercises its rights over the Purchased Series B Shares and the Purchased Series BB Shares indirectly through VINCI A.

VINCI A exercises its rights over the Purchased Series B Shares and the Purchased Series BB Shares indirectly through CONCESSOC.

CONCESSOC exercises its rights over the Purchased Series B Shares and the Purchased Series BB Shares indirectly through SETA and Aerodrome.

(c) CONCESSOC acquired 100% of the equity interest of Aerodrome and 99.99% shares of SETA on December 7, 2022.

(d) Not applicable.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

The information set forth in Item 2 and Item 4 is hereby incorporated by reference into this Item 6.

Participation Agreement

The rules governing the original sale of the Issuer's Series BB shares from the Mexican government in 2000 to SETA as part of the first stage of the Issuer's privatization required SETA, the Issuer and the Mexican Ministry of Communications and Transportation to enter into a Participation Agreement, dated June 14, 2000, among OMA, the Mexican Federal Government through the Ministry of Communications and Transportation, Nacional Financiera, Sociedad Nacional De Credito, Trust Department ("**NAFIN**"), Servicios Aeroportuarios del Centro Norte, S.A. de C.V., Aeropuerto de Acapulco, S.A. de C.V., Aeropuerto de Chihuahua, S.A. de C.V., Aeropuerto de Ciudad Juárez, S.A. de C.V., Aeropuerto de Culiacán, S.A. de C.V., Aeropuerto de Durango, S.A. de C.V., Aeropuerto de Mazatlán, S.A. de C.V., Aeropuerto de Monterrey, S.A. de C.V., Aeropuerto de Reynosa, S.A. de C.V., Aeropuerto de Tampico, S.A. de C.V., Aeropuerto de Torreón, S.A. de C.V., Aeropuerto de San Luis Potosí, S.A. de C.V., Aeropuerto de Zacatecas, S.A. de C.V. and Aeropuerto de Zihuatanejo, S.A. de C.V., SETA, Constructoras ICA, S.A. de C.V., Aéroports de Paris and VINCI, with the appearance of Bancomext (as amended, the "**Participation Agreement**"), which established the framework for certain related agreements, including the TATTA, and granted SETA the right to elect three directors and their alternates at each shareholders' meeting as a holder of Series BB shares. In connection with the Participation Agreement, NAFIN, Aeroinvest, SETA and the Mexican Federal Government through the Ministry of Communications and Transportation entered into an Agreement dated December 21, 2005, with respect to certain provisions of the Participation Agreement (the "**Related Participation Agreement**").

The foregoing description of the Participation Agreement and associated transactions and agreements does not purport to be complete and is qualified in its entirety by reference to the Participation Agreement and its amendment, which are filed as Exhibits 21 and 22 to this Schedule 13D, and the Related Participation Agreement, which is filed as Exhibit 23 to this Schedule 13D, which are incorporated herein by reference in their entirety.

Item 7. Material to be Filed as Exhibits.

Exhibit Number	Description
1	Joint Filing Agreement, dated December 7, 2022, by and among the Reporting Persons.
2	Power of Attorney, dated December 7, 2022.
3	Share Purchase Agreement dated July 31, 2022, by and among, *inter alia*, CONCESSOC as purchaser and Fintech Holdings Inc, Bagual S.à r.l., Grenadier S.à r.l., Pequod S.à r.l., Harpoon S.à r.l. and Expanse S.à r.l. as sellers, with respect to the sale of 100% of the equity interests held by the sellers in SETA and Aerodrome, respectively (incorporated by reference to Exhibit 31 to Schedule 13D/A (Amendment No. 14) filed by Fintech Holdings Inc. with the SEC on August 1, 2022).
4	Amendment to Share Purchase Agreement dated December 2, 2022, by and among, *inter alia*, CONCESSOC as purchaser and Fintech Holdings Inc, Bagual S.à r.l., Grenadier S.à r.l., Pequod S.à r.l., Harpoon S.à r.l. and Expanse S.à r.l. as sellers (incorporated by reference to Exhibit 36 to Schedule 13D/A (Amendment No. 16) filed by Fintech Holdings Inc. with the SEC on December 7, 2022).

5	Credit and Guaranty Agreement dated December 2, 2022 by and among CONCESSOC as borrower and Inbursa, HSBC and Scotiabank as lenders.*
6	Joinder Agreement dated December 7, 2022, by and among SETA and Aerodrome as guarantors.
7	Irrevocable Security and Management Trust Agreement (*fideicomiso de garantía*) dated December 7, 2022, by and among CONCESSOC, SETA, and Aerodrome as settlors, and CIBanco, S.A., Institución de Banca Múltiple, as trustee, and Scotiabank as administrative agent, as first place beneficiary, English translation.*
8	Contribution Agreement (*convenio de aportación*), dated December 7, 2022, by and among SETA as settlor and beneficiary in second place, CIBanco, S.A., Institución de Banca Múltiple, as trustee, and Scotiabank as collateral agent, as first place beneficiary, English translation.*
9	Mexican Securities Law Pledge Agreement (*contrato de prenda bursátil sobre acciones*) dated December 7, 2022, by and among SETA and Aerodrome as pledgors, Scotiabank as pledgee, in its capacity as Mexican collateral agent and Scotia Inverlat Casa de Bolsa S.A. de C.V., Grupo Financiero Scotiabank Inverlat in its capacity as depositary, manager and executor, English translation.*
10	Mexican Share Pledge Agreement (*contrato de prenda sobre acciones*) dated December 7, 2022, by and among CONCESSOC, Vinci Airports Participations SAS and SETA as pledgors, Scotiabank as pledgee, in its capacity as Mexican collateral agent, with the appearance of SETA and OMA, English translation.*
11	Mexican Non-Possessory Pledge Agreement (*contrato de prenda sin transmisión de posesión*) dated December 7, 2022, by and among CONCESSOC and Aerodrome as pledgors, Scotiabank as pledgee, in its capacity as Mexican collateral agent, English translation.*
12	Luxembourg Share Pledge Agreement dated December 7, 2022, among CONCESSOC, as pledgor, Scotiabank, as collateral agent, and Aerodrome, as Company.
13	Shareholder Loan Agreement (*convention de compte courant d'associé*), dated December 6, 2022, by and between VINCI A and CONCESSOC, English translation.
14	Subordination Agreement, dated December 7, 2022, by and between VINCI A and CONCESSOC.
15	Promissory Note dated December 7, 2022, by and between CONCESSOC and Aerodrome.
16	Set-off Agreement dated December 7, 2022, by and between CONCESSOC and Aerodrome.*
17	Set-off Agreement dated December 14, 2022, by and between CONCESSOC and Aerodrome.*
18	Technical Assistance and Transfer of Technology Agreement (*Contrato de Asistencia Técnica y Transferencia de Tecnología*), dated June 14, 2000, by and among, *inter alia*, OMA and SETA (incorporated by reference to Exhibit 10.5 of the Issuer's registration statement on Form F-1 (File No. 333-138710) filed on November 15, 2006).
19	Second Amendment to Technical Assistance and Transfer of Technology Agreement dated April 13, 2015, among OMA, Servicios Aeroportuarios del Centro Norte, S.A. de C.V., the Concession Companies, SETA and Constructoras ICA, S.A. de C.V., Aéroports de Paris and VINCI, English translation (incorporated by reference to Exhibit 4.6 of the Issuer's annual report on Form 20-F for the year ended December 31, 2015 filed on April 27, 2015).
20	Third Amendment to Technical Assistance and Transfer of Technology Agreement dated December 14, 2020 among OMA, Servicios Aeroportuarios del Centro Norte, S.A. de C.V., the Concession Companies, and SETA, English translation (incorporated by reference to Exhibit 4.6 of the Issuer's Form F-20-F filed on April 30, 2021).

21	Participation Agreement dated June 14, 2000, among OMA, the Mexican Federal Government through the Ministry of Communications and Transportation, Nacional Financiera, Sociedad Nacional De Credito, Trust Department, Servicios Aeroportuarios del Centro Norte, S.A. de C.V., Aeropuerto de Acapulco, S.A. de C.V., Aeropuerto de Chihuahua, S.A. de C.V., Aeropuerto de Ciudad Juárez, S.A. de C.V., Aeropuerto de Culiacán, S.A. de C.V., Aeropuerto de Durango, S.A. de C.V., Aeropuerto de Mazatlán, S.A. de C.V., Aeropuerto de Monterrey, S.A. de C.V., Aeropuerto de Reynosa, S.A. de C.V., Aeropuerto de Tampico, S.A. de C.V., Aeropuerto de Torreón, S.A. de C.V., Aeropuerto de San Luis Potosí, S.A. de C.V., Aeropuerto de Zacatecas, S.A. de C.V. and Aeropuerto de Zihuatanejo, S.A. de C.V., SETA, Constructoras ICA, S.A. de C.V., Aéroports de Paris and VINCI, with the appearance of Bancomext, English translation (incorporated by reference to Exhibit 10.2 of the Issuer's registration statement on Form F-1 (File No. 333-138710) filed on November 15, 2006).
22	Amendment to Participation Agreement dated December 21, 2005, among OMA, the Mexican Federal Government through the Ministry of Communications and Transportation, Nacional Financiera, Sociedad Nacional De Credito, Trust Department, Servicios Aeroportuarios del Centro Norte, S.A. de C.V., Aeropuerto de Acapulco, S.A. de C.V., Aeropuerto de Chihuahua, S.A. de C.V., Aeropuerto de Ciudad Juárez, S.A. de C.V., Aeropuerto de Culiacán, S.A. de C.V., Aeropuerto de Durango, S.A. de C.V., Aeropuerto de Mazatlán, S.A. de C.V., Aeropuerto de Monterrey, S.A. de C.V., Aeropuerto de Reynosa, S.A. de C.V., Aeropuerto de Tampico, S.A. de C.V., Aeropuerto de Torreón, S.A. de C.V., Aeropuerto de San Luis Potosí, S.A. de C.V., Aeropuerto de Zacatecas, S.A. de C.V. and Aeropuerto de Zihuatanejo, S.A. de C.V., SETA, Constructoras ICA, S.A. de C.V. and Aéroports de Paris, with the appearance of Bancomext, English translation (incorporated by reference to Exhibit 10.3 of the Issuer's registration statement on Form F-1 (File No. 333-138710) filed on November 15, 2006).
23	Agreement entered into among NAFIN, Aeroinvest, SETA and the Mexican Federal Government through the Ministry of Communications and Transportation with respect to certain provisions of the Participation Agreement, English translation (incorporated by reference to Exhibit 10.4 of the Issuer's registration statement on Form F-1 (File No. 333-138710) filed on November 15, 2006).

* Certain of the exhibits and schedules to these exhibits have been omitted in accordance with Regulation S-K Item 601. The Reporting Persons agree to furnish a copy of all omitted exhibits and schedules to the SEC upon request.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: December 16, 2022

VINCI SA

By: /s/ Rémi MAUMON DE LONGEVIALLE
Name: Rémi MAUMON DE LONGEVIALLE
Title: Attorney-in-Fact

VINCI CONCESSIONS SAS

By: /s/ Rémi MAUMON DE LONGEVIALLE
Name: Rémi MAUMON DE LONGEVIALLE
Title: Attorney-in-Fact

VINCI AIRPORTS SAS

By: /s/ Rémi MAUMON DE LONGEVIALLE
Name: Rémi MAUMON DE LONGEVIALLE
Title: Attorney-in-Fact

CONCESSOC 31 SAS

By: /s/ Rémi MAUMON DE LONGEVIALLE
Name: Rémi MAUMON DE LONGEVIALLE
Title: Attorney-in-Fact

SERVICIOS DE TECNOLOGIA AEROPORTUARIA, S.A. DE C.V.

By: /s/ Rémi MAUMON DE LONGEVIALLE
Name: Rémi MAUMON DE LONGEVIALLE
Title: Attorney-in-Fact

AERODROME INFRASTRUCTURE S.À R.L.

By: /s/ Rémi MAUMON DE LONGEVIALLE
Name: Rémi MAUMON DE LONGEVIALLE
Title: Attorney-in-Fact

Appendix A

The following table sets forth the name and present occupation or employment of each board director and executive officer of the VINCI Entities and the name, principal business and address of any corporation or other organization in which such employment is conducted.

1. VINCI

Board of Directors

Name	Citizenship	Position	Principal Occupation	Business Address
Xavier HUILLARD	France	Chairman and Chief Executive Officer	Chairman and Chief Executive Officer of VINCI	1973 Boulevard de la Défense, 92000 Nanterre, France
Yannick PASQUIER (customary surname: ASSOUAD)	France	Director	Executive Vice-President, Avionics, Thales	1973 Boulevard de la Défense, 92000 Nanterre, France
Benoit BAZIN	France	Director	Chief Executive Officer of Saint-Gobain	1973 Boulevard de la Défense, 92000 Nanterre, France
Robert CASTAIGNE	France	Director	Director	1973 Boulevard de la Défense, 92000 Nanterre, France
Graziella GAVEZOTTI	Italy	Director	Chairman of the Board of Directors of Edenred Italia SRL	1973 Boulevard de la Défense, 92000 Nanterre, France
Caroline GRÉGOIRE SAINTE MARIE	France	Director	Director	1973 Boulevard de la Défense, 92000 Nanterre, France
Claude LARUELLE	France	Director	Chief Financial Officer of Veolia	1973 Boulevard de la Défense, 92000 Nanterre, France
Marie-Christine LOMBARD	France	Director	Chairman of the Executive Board of Geodis	1973 Boulevard de la Défense, 92000 Nanterre, France
René MEDORI	France	Director	Non-executive Chairman of Petrofac Ltd	1973 Boulevard de la Défense, 92000 Nanterre, France
Roberto MIGLIARDI	France	Director	Business engineer, at Axians Communication & Systems	1973 Boulevard de la Défense, 92000 Nanterre, France
Dominique JOLY-POTTUZ	France	Director	Head of Insurance at VINCI Construction France	1973 Boulevard de la Défense, 92000 Nanterre, France
Ana Paula MACHADO PESSOA	Brazil	Director	Chairwoman and Chief Strategy Officer of Kunumi AI	1973 Boulevard de la Défense, 92000 Nanterre, France

Alain SAÏD	France	Director	Business manager of Comsip	1973 Boulevard de la Défense, 92000 Nanterre, France
Pascale SOURISSE	France	Director	Senior Executive Vice-President, International Development, Thales	1973 Boulevard de la Défense, 92000 Nanterre, France
Abdullah Hamad AL-ATTIYAH (Qatar Holding LLC)	Qatar	Director	Chief Executive Officer of Qatari Diar Real Estate Investment Company	Q-Tel Diplomatic Tower, Qatar Financial Center, 8th Floor, Area Street West Bay, Doha, Qatar

Executive Officers

Name	Citizenship	Position	Principal Occupation	Business Address
Xavier HUILLARD	France	Chairman and Chief Executive Officer	Chairman and Chief Executive Officer	1973 Boulevard de la Défense, 92000 Nanterre, France
Pierre COPPEY	France	Executive Vice-President	Executive Vice-President	1973 Boulevard de la Défense, 92000 Nanterre, France
Christian LABEYRIE	France	Executive Vice-President and Chief Financial Officer	Executive Vice-President and Chief Financial Officer	1973 Boulevard de la Défense, 92000 Nanterre, France
Pierre DUPRAT	France	Vice-President, Corporate Communications	Vice-President, Corporate Communications	1973 Boulevard de la Défense, 92000 Nanterre, France
Christophe PÉLISSIÉ DU RAUSAS	France	Vice-President, Business Development	Vice-President, Business Development	1973 Boulevard de la Défense, 92000 Nanterre, France
Patrick RICHARD	France	General Counsel and Secretary of the Board of Directors	General Counsel and Secretary of the Board of Directors	1973 Boulevard de la Défense, 92000 Nanterre, France
Isabelle SPIEGEL	France	Environment Director	Environment Director	1973 Boulevard de la Défense, 92000 Nanterre, France
Jocelyne VASSOILLE	France	Vice-President, Human Resource	Vice-President, Human Resource	1973 Boulevard de la Défense, 92000 Nanterre, France

2. VINCI A

Executive Officer

Name	Citizenship	Position	Principal Occupation	Business Address
Nicolas NOTEBAERT	France	Chairman and Chief Executive Officer	Chairman and Chief Executive Officer	1973 Boulevard de la Défense, 92000 Nanterre, France
Rémi MAUMON DE LONGEVIALLE	France	Chief Financial Officer	Chief Financial Officer	1973 Boulevard de la Défense, 92000 Nanterre, France

3. VINCI C

Executive Officers

Name	Citizenship	Position	Principal Occupation	Business Address
Xavier HUILLARD	France	Chairman and Chief Executive Officer	Chairman and Chief Executive Officer	1973 Boulevard de la Défense, 92000 Nanterre, France
Nicolas NOTEBAERT	France	Chief Executive Officer	Chief Executive Officer, Vinci A	1973 Boulevard de la Défense, 92000 Nanterre, France
Olivier MATHIEU	France	Vice President	Vice President	1973 Boulevard de la Défense, 92000 Nanterre, France

4. CONCESSOC

Executive Officer

Name	Citizenship	Position	Principal Occupation	Business Address
Rémi MAUMON DE LONGEVIALLE	France	Chairman and Chief Executive Officer	Chief Financial Officer, VINCI A	1973 Boulevard de la Défense, 92000 Nanterre, France

Appendix B

The following table sets forth the name and present occupation or employment of each board manager of Aerodrome and the name, principal business and address of any corporation or other organization in which such employment is conducted. Aerodrome does not have executive officers, as permitted by Luxembourg law.

Board of Managers

Name	Citizenship	Position	Principal Occupation	Business Address
Kent Svensson	Sweden	Class B Manager	Director, Arendt Services S.A.	9 rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg
Rémi MAUMON DE LONGEVIALLE	France	Class A Manager	Chief Financial Officer, VINCI A	1973 Boulevard de la Défense, 92000 Nanterre, France

Appendix C

The following table sets forth the name and present occupation or employment of each board director and executive officer of SETA and the name, principal business and address of any corporation or other organization in which such employment is conducted.

Board of Directors

Name	Citizenship	Position	Principal Occupation	Business Address
Nicolas NOTEBAERT	France	President	Chief Executive Officer, VINCI A	1973 Boulevard de la Défense, 92000 Nanterre, France
Olivier MATHIEU	France	Secretary of the Board	Vice President, VINCI C	1973 Boulevard de la Défense, 92000 Nanterre, France
Rémi MAUMON de LONGEVIALLE	France	Director	Chief Financial Officer, VINCI A	1973 Boulevard de la Défense, 92000 Nanterre, France

Executive Officer

Name	Citizenship	Position	Principal Occupation	Business Address
Nicolas NOTEBAERT	France	Chief Executive Officer	Chief Executive Officer, VINCI A	1973 Boulevard de la Défense, 92000 Nanterre, France

EXHIBIT 1

JOINT FILING AGREEMENT

The undersigned hereby agree that they are filing this statement on Schedule 13D jointly pursuant to Rule 13d-1(k). Each of them is responsible for the timely filing of such Schedule 13D and any amendments thereto, and for the completeness and accuracy of the information concerning such person contained therein; but none of them is responsible for the completeness or accuracy of the information concerning the other persons making the filing, unless such person knows or has reason to believe that such information is inaccurate.

In accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing with each other on behalf of each of them of such a statement on Schedule 13D with respect to the Series B Shares of Common Stock of Grupo Aeroportuario del Centro Norte, S.A.B. de C.V., a publicly traded corporation (*sociedad anónima bursátil de capital variable*) organized under the laws of Mexico, beneficially owned by each of them. This Joint Filing Agreement shall be included as an exhibit to such Schedule 13D.

IN WITNESS WHEREOF, the undersigned hereby execute this Joint Filing Agreement as of the 7th day of December, 2022.

VINCI SA

By: /s/ Rémi MAUMON DE LONGEVIALLE
Name: Rémi MAUMON DE LONGEVIALLE
Title: Attorney-in-Fact

VINCI CONCESSIONS SAS

By: /s/ Rémi MAUMON DE LONGEVIALLE
Name: Rémi MAUMON DE LONGEVIALLE
Title: Attorney-in-Fact

VINCI AIRPORTS SAS

By: /s/ Rémi MAUMON DE LONGEVIALLE
Name: Rémi MAUMON DE LONGEVIALLE
Title: Attorney-in-Fact

CONCESSOC 31 SAS

By: /s/ Rémi MAUMON DE LONGEVIALLE
Name: Rémi MAUMON DE LONGEVIALLE
Title: Attorney-in-Fact

SERVICIOS DE TECNOLOGIA AEROPORTUARIA, S.A. DE C.V.

By: /s/ Rémi MAUMON DE LONGEVIALLE
Name: Rémi MAUMON DE LONGEVIALLE
Title: Attorney-in-Fact

AERODROME INFRASTRUCTURE S.À R.L.

By: /s/ Rémi MAUMON DE LONGEVIALLE
Name: Rémi MAUMON DE LONGEVIALLE
Title: Attorney-in-Fact

[*Signature Page to Joint Filing Agreement*]

EXHIBIT 2

POWER OF ATTORNEY

Each of the undersigned, as a reporting person of Grupo Aeroportuario del Central Norte, S.A.B. de C.V. (the "**Company**") under Section 13(d) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), hereby constitutes and appoints Nicolas NOTEBAERT and Rémi MAUMON DE LONGEVIALLE, joint and severally, and each of them, each of the undersigned's true and lawful attorney-in-fact to:

(1) execute, deliver and file for and on behalf of each of the undersigned, in each of the undersigned's capacity as a shareholder of the Company, filings on Schedule 13D in accordance with Section 13(d) of the Exchange Act;

(2) do and perform any and all acts for and on behalf of any of the undersigned which may be necessary or desirable to complete and execute any such filing on Schedule 13D, complete and execute any amendment or amendments thereto and timely make such filing with the SEC and any stock exchange or similar authority; and

(3) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of said attorneys-in-fact, may be of benefit to, in the best interest of, or legally required by, any of the undersigned, said attorneys-in-fact having full power and authority to do and perform in the name and on behalf of any of the undersigned every act necessary to be done in the premises as fully and as effectually as the undersigned might or could do in person; including, for the avoidance of doubt, but not limited to, executing attestations pursuant to SEC electronic signature requirements and a joint filing agreement.

Each of the undersigned hereby ratifies and confirms all that said attorneys-in-fact shall do or cause to be done by virtue hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this December 7, 2022.

VINCI SA

By: /s/ Xavier HUILLARD
Name: Xavier HUILLARD
Title: Chief Executive Officer

VINCI CONCESSIONS SAS

By: /s/ Nicolas NOTEBAERT
Name: Nicolas NOTEBAERT
Title: President

VINCI AIRPORTS SAS

By: /s/ Nicolas NOTEBAERT
Name: Nicolas NOTEBAERT
Title: President

CONCESSOC 31 SAS

By: /s/ Rémi MAUMON DE LONGEVIALLE
Name: Rémi MAUMON DE LONGEVIALLE
Title: President

SERVICIOS DE TECNOLOGIA AEROPORTUARIA, S.A. DE C.V.

By: /s/ Nicolas NOTEBAERT
Name: Nicolas NOTEBAERT
Title: Chief Executive Officer

AERODROME INFRASTRUCTURE S.À R.L.

By: /s/ Rémi MAUMON DE LONGEVIALLE
Name: Rémi MAUMON DE LONGEVIALLE
Title: Director

[*Signature Page to Power of Attorney*]

EXHIBIT 5

Execution Version

Up to MXN8,750,000,000

CREDIT AND GUARANTY AGREEMENT

dated as of December 2, 2022

by and among

CONCESSOC 31 SAS,
as TL Borrower and DSRF Borrower,

the **DSRF BORROWERS** from time to time party hereto,

the **GUARANTORS** from time to time party hereto,

the **LENDERS** from time to time party hereto,

SCOTIABANK INVERLAT S.A., INSTITUCIÓN DE BANCA MÚLTIPLE
GRUPO FINANCIERO SCOTIABANK INVERLAT,
as the Administrative Agent,

and

AETHER FINANCIAL SERVICES SAS
as the TEG Calculation Agent

with

BANCO INBURSA, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO INBURSA,

HSBC MÉXICO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE,
GRUPO FINANCIERO HSBC

and

SCOTIABANK INVERLAT S.A., INSTITUCIÓN DE BANCA MÚLTIPLE
GRUPO FINANCIERO SCOTIABANK INVERLAT,
each a Lead Arranger and Joint Bookrunner

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This ***CREDIT AND GUARANTY AGREEMENT***, dated as of December 2, 2022 (this "Agreement"), is entered into by and among CONCESSOC 31 SAS (*société par actions simplifiée*), a special purpose vehicle organized and existing under the laws of France ("Concessoc"), as a borrower in respect of Term Loans (as defined below) (the "TL Borrower") and/or as a borrower in respect of DSRF Loans (as defined below), each of the Persons that becomes a "DSRF Borrower" after the date hereof pursuant to the Borrower Joinder Agreement (as defined below), each of the Persons that becomes a "Guarantor" after the date hereof pursuant to Section 6.15 (each, a "Guarantor"), each of the lenders that is a signatory hereto under the caption "Lenders" on the signature pages hereto and each other Person that becomes a "Lender" after the date hereof pursuant to Section 11.07 (each, a "Lender"), Scotiabank Inverlat S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, as the administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the "Administrative Agent") and Aether Financial Services SAS, as the TEG calculation agent (in such capacity, the "TEG Calculation Agent").

RECITALS

WHEREAS, pursuant to the terms of the Share Purchase Agreement (as defined below), Concessoc intends to acquire (the "Acquisition"), directly or indirectly, from the Sellers (a) no less than 100% of the Equity Interest (as defined below), on a fully diluted basis, of SETA (such shares the "SETA Acquired Shares"), (b) as a result of the acquisition of the SETA Acquired Shares, (i) 49,766,000 Series BB shares (the "BB Shares") of the Target (as defined below) and (ii) 7,516,377 Series B shares (the "B Shares") of the Target (the Equity Interest described in clauses (b)(i) and (ii) referred to, collectively, as the "SETA Owned B Shares"), (c) no less than 100% of the Equity Interest, on a fully diluted basis, of Aerodrome (as defined below) (the "Aerodrome Acquired Shares" and together with the SETA Acquired Shares, the "SETA/Aerodrome Acquired Shares"), and (d) as a result of the acquisition of the Aerodrome Acquired Shares, no less than 58,529,833 B Shares of the Target (the "Aerodrome Owned B Shares" and together with the SETA Owned B Shares, the "OMA Acquired Shares"). The SETA/Aerodrome Acquired Shares, the OMA Acquired Shares and any future shares in SETA, the Target and/or Aerodrome owned or acquired from time to time, directly or indirectly, by the TL Borrower shall be collectively referred to as the "Acquired Shares".

WHEREAS, to finance a portion of the Acquisition, the TL Borrower has requested the Tranche A Lenders, the Tranche B Lenders and the Tranche C Lenders to provide the Tranche A Loans, the Tranche B Loans and the Tranche C Loans, respectively, and the Tranche A Lenders, Tranche B Lenders and the Tranche C Lenders are willing to do so on the terms and subject to the conditions set forth herein;

WHEREAS, (i) Concessoc and (ii) upon becoming a DSRF Borrower following the execution of the Borrower Joinder Agreement, SETA, may request the applicable DSRF Lenders to provide, from time to time, DSRF Loans and the applicable DSRF Lenders are willing to do so on the terms and subject to the conditions set forth herein; and

WHEREAS, each Guarantor that becomes a party hereto will benefit directly from the transactions contemplated under the Loan Documents, and each Guarantor has determined that it is in the best interests of such Guarantor, and each Guarantor is willing, in each case to guarantee the Obligations;

NOW, *THEREFORE*, in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.01 **Certain Defined Terms**. As used herein, the following terms shall have the following meanings:

"Acquired Companies" means Aerodrome, SETA and the Target and their respective Subsidiaries.

"Acquired Companies Pay-Off Letter(s)" means the pay-off letter(s) to be executed by the creditors of the Acquired Companies or any agent thereof in connection with the Acquired Companies Reference Debt, in form and substance acceptable to the Administrative Agent and the Lenders.

"Acquired Companies Reference Debt" means the Margin Loan Agreement, dated as of December 6, 2021, among Aerodrome, as borrower, the lenders party thereto from time to time, Glas USA LLC, as administrative agent, Banco Santander México, S.A., Institución de Banca Múltiple, Grupo Financiero Santander México, as calculation agent, and Glas Americas LLC, as international security agent, and any other document or instrument executed in connection with the foregoing.

"Acquired Shares" has the meaning set forth in the recitals.

"Acquisition" has the meaning set forth in the recitals.

"Acquisition Documents" means, collectively, the Share Purchase Agreement and all schedules, exhibits and annexes thereto and all side letters and agreements affecting the terms thereof or entered into in connection therewith prior to the Closing Date.

"Acquisition Representations" means the representations and warranties made by or with respect to the Acquired Companies and the Acquired Shares in the Share Purchase Agreement, including, but not limited to, non-contravention with material agreements, as are material to the interests of the Lenders, but only to the extent that Concessoc (or any of its Affiliates) has the right to terminate its (or such Affiliate's) obligations under the Acquisition Documents, or to decline to consummate the Acquisition pursuant to the Acquisition Documents, as a result of a breach or inaccuracy of such representations in the Acquisition Documents (regardless of whether or not such obligations are actually terminated or such right to decline the consummation of the Acquisition is actually exercised).

"Administrative Agent" has the meaning assigned to such term in the preamble.

"Administrative Agent Fee Letter" means the fee letter dated as of the date hereof, between the Administrative Agent and the TL Borrower.

"Administrative Agent's Account" means the account maintained at Scotiabank Inverlat, S.A., CLABE 044180001082160102, Account No: 00108216010, for credit to Scotiabank Operación Cartera Comercial, Reference: Concessoc Attn: Agency Syndications, or such other account as from time to time may be designated by the Administrative Agent to the Borrower in writing, or (with the prior consent of the Administrative Agent acting upon instruction of the Required Lenders) any alternative account in substitution thereof; *provided* that such account is located in Mexico.

"Administrative Questionnaire" means, with respect to each Lender, an administrative questionnaire in a form supplied by the Administrative Agent and submitted to the Administrative Agent duly completed by such Lender.

"Aerodrome" means Aerodrome Infrastructure S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 1, rue Jean-Pierre Brasseur, L-1258 Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B251461.

"Aerodrome Acquired Shares" has the meaning set forth in the recitals.

"Aerodrome Merger" has the meaning set forth in Section 7.04(a).

"Aerodrome Owned B Shares" has the meaning set forth in the recitals.

"Aerodrome Share Capital Increase" means an increase in the share capital of Aerodrome (by way of an increase in par value of Aerodrome shares), and the conversion to equity of any advance, loan or other obligations owed by Aerodrome to the TL Borrower.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" means, with respect to a specified Person at any time, another Person that directly or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, the Person specified.

"Agent Parties" has the meaning assigned to such term in Section 11.02(c).

"Agreement" has the meaning assigned to such term in the preamble.

"Alternate Peso Rate" means, (a) (i) the rate specified by Banco de México as the substitute rate of the TIIE Rate or (ii) if Banco de México does not specify such substitute rate, (A) the rate for the *Certificados de la Tesorería de la Federación* for a term of 28 days published by Banco de México on its official web site (www.banxico.org.mx) (the "Cetes Rate") *plus* (B) the excess (if any) of (x) the average of the TIIE Rate for each day during the 30-day period immediately prior to the date on which the TIIE Rate ceased to be published (the "Measurement Period") over (y) the average of the Cetes Rate for each day during the Measurement Period or (b) if Banco de México does not publish a substitute rate for the TIIE Rate or the Cetes Rate, (i) the *Costo de Captación a Plazo de Pasivos en Moneda Nacional* published by Banco de México on its official web site (www.banxico.org.mx) (the "CCP Rate") *plus* (ii) the excess (if any) of (A) the average of the TIIE Rates for each day during the Measurement Period over (B) the average of the CCP Rate for each day during the Measurement Period.

"Anti-Corruption Laws" means (a) the U.S. Foreign Corrupt Practices Act of 1977, as amended, (b) the U.K. Bribery Act 2010, (c) the Mexican National Anti-Corruption System Law (*Ley General del Sistema Nacional Anticorrupción*), (d) the anti-corruption provisions of the Mexican Federal Criminal Code (*Código Penal Federal*), (e) the anti-corruption provisions of the Mexican General Law of Administrative Responsibilities (*Ley General de Responsabilidades Administrativas*), (f) Canada's Corruption of Foreign Public Officials Act, or (g) any laws or regulations regarding bribery or any other corrupt activity maintained by any Governmental Authority with jurisdiction over any Loan Party.

"Anti-Money Laundering Laws" means the financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, EU Directive 2015/849, as amended, and the money laundering laws and regulations (including any licensing or registration requirements) maintained by any Governmental Authority with jurisdiction over any Loan Party.

"Antitrust Approval" means the Resolution identified under folio number 01669 with respect to File CNT-120-2022, notified to Concessoc on October 14, 2022, and any authorization, consent, ratification, permission, exemption or waiver or the expiration, lapse or termination of any waiting period (including any extension thereof) required under the Antitrust Laws.

"Antitrust Laws" means the Mexican Federal Antitrust Law (*Ley Federal de Competencia Económica*) and all other antitrust, competition or trade regulation Applicable Laws of any Governmental Authority or Applicable Laws issued by any Governmental Authority that are otherwise designed or intended to prohibit, restrict or regulate actions or transactions having the purpose or effect of monopolization, restraint of trade or harm to competition.

"Applicable Accounting Principles" means (a) GAAP or (b) IFRS, in each case, as in effect from time to time and as applicable to each of the Loan Parties and/or the Target on a basis consistent with the financial statements most recently delivered to the Administrative Agent pursuant to Section 6.01.

"Applicable Law" means any applicable international, foreign, U.S. Federal, state, local, French, Luxembourg, or Mexican statute, treaty, convention, law, regulation, ordinance, rule, judgment, code, rule of common law, order (including consent order), decree, approval (including any Governmental Approval), concession, grant, franchise, license, agreement, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by (or any interpretation or administration of any of the foregoing by) any Governmental Authority, in each case whether or not having the force of law and as amended or otherwise modified from time to time, including, without limitation, all applicable banking regulations of France, Mexico and Luxembourg and any other applicable jurisdiction. Notwithstanding anything to the contrary herein, as used in Sections 2.04(f) and 3.02 "Applicable Law" shall be deemed to refer to the Applicable Law of the jurisdiction of incorporation of the TL Borrower as in effect on the date of this Agreement.

"Applicable Margin" means (a) with respect to any Tranche A Loan, 1.75% per annum; (b) with respect to any Tranche B Loan, 2.25% per annum; (c) with respect to any Tranche C Loan, 3.00% per annum; and (d) with respect to any DSRF Loan, 2.25% per annum.

"Applicable Percentage" means:

(a) in respect of the Tranche A Facility, with respect to any Tranche A Lender at any time, the percentage (carried out to the ninth decimal place) of the Tranche A Facility represented by the principal amount of such Tranche A Lender's Tranche A Loans;

(b) in respect of the Tranche B Facility, with respect to any Tranche B Lender at any time, the percentage (carried out to the ninth decimal place) of the Tranche B Facility represented by the principal amount of such Tranche B Lender's Tranche B Loans;

(c) in respect of the Tranche C Facility, with respect to any Tranche C Lender at any time, the percentage (carried out to the ninth decimal place) of the Tranche C Facility represented by the principal amount of such Tranche C Lender's Tranche C Loans;

(d) in respect of each DSRF Facility, with respect to any DSRF Lender at any time, the percentage (carried out to the ninth decimal place) of each DSRF Facility represented by the principal amount of such DSRF Lender's DSRF Loans; and

(e) in respect of all Facilities, with respect to any Lender at any time, the percentage (carried out to the ninth decimal place) of the principal amount of all the Facilities represented by the principal amount of such Lender's Loans.

The initial Applicable Percentage of each Lender in respect of each Facility is set forth opposite the name of such Lender on Schedule I or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable.

"Approved Fund" means any Fund that is administered or managed by: (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Approved Hedge Provider" means (a) any Person that is a Lender or Affiliate thereof if either (i) such Person was a Lender or an Affiliate of a Lender at the time the relevant Reference Hedging Agreement was entered into or (ii) the relevant Reference Hedging Agreement was in effect on the Closing Date and such Person was a Lender or an Affiliate of a Lender on the Closing Date, in each case, whether or not such Person at any time ceases to be a Lender or an Affiliate of a Lender, or (b) any other commercial bank, finance company or another financial institution that has entered into a Reference Hedging Agreement with a Loan Party and that is not a Sanctions Target and has a credit rating for its long-term unsecured and non-credit-enhanced debt obligations of at least mxAAA (in Mexico), or A- (internationally) or higher by S&P or Fitch or mxAAA (in Mexico), or A3 (internationally), or higher by Moody's, as the case may be, in each case specified in clauses (a) and (b), only to the extent that such Person shall have executed or acceded to the Intercreditor Agreement prior to or concurrently with the entering into such Reference Hedging Agreement; provided that no Approved Hedge Provider shall be a Person that is not a national of, or organized or formed under the laws of, Mexico (except with the consent of the Administrative Agent).

"Assignment and Assumption" means an assignment and assumption substantially in the form of Exhibit A.

"B Shares" has the meaning set forth in the recitals.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"BB Shares" has the meaning set forth in the recitals.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership required by the Beneficial Ownership Regulation, which certification shall be substantially similar in form and substance to the form of Certification Regarding Beneficial Owners of Legal Entity Customers published jointly, in May 2018, by the Loan Syndications and Trading Association and Securities Industry and Financial Markets Association.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Borrower Joinder Agreement" means a joinder agreement duly executed and delivered by SETA and the other parties thereto substantially in the form of Exhibit B.

"Borrower Materials" has the meaning assigned to such term in Section 11.02(b)(iv).

"Borrowers" means (a) the TL Borrower and (b) each DSRF Borrower.

"Borrowing" means (a) a Tranche A Borrowing (which shall include any Tranche A Borrowing made in accordance with Section 2.16), (b) a Tranche B Borrowing (which shall include any Tranche B Borrowing made in accordance with Section 2.16), (c) a Tranche C Borrowing (which shall include any Tranche C Borrowing made in accordance with Section 2.16) and/or (d) a DSRF Borrowing, as the context may require.

"Business Day" means a day (other than Saturday or Sunday) on which commercial banks are not authorized or required to close in Mexico City, Mexico, Paris, France, Toronto, Canada, New York City, New York.

"Calculation Period" means, as of any date of determination, the four (4) full Fiscal Quarters immediately preceding such date of determination.

"Capital Lease Obligations" means, as to any Person, the obligations of such Person to pay rent or any other amount under a lease or other similar agreement conveying the right to use real and/or personal property, which capitalized obligations are required to be classified and accounted for as a lease liability on the balance sheet of such Person under Applicable Accounting Principles, and for purposes of this Agreement, the amount of such obligations shall be the capitalized amount thereof determined in accordance with IFRS 16.

"Cash Equivalents" means:

(a) Dollars, Euros, Pesos or money in other currencies received or acquired in the ordinary course of business;

(b) readily marketable direct obligations of the government of the United States of America, Mexico, any member state of the European Union or unconditionally guaranteed by, any country that is a member of the Organization for Economic Cooperation and Development;

(c) (i) demand deposits, (ii) time deposits and certificates of deposit with maturities of 90 days or less from the date of acquisition, (iii) bankers' acceptance with maturities not exceeding 90 days from the date of acquisition, and (iv) overnight bank deposits, in each case with any bank or trust company organized or licensed under the laws of Mexico that has a combined capital and surplus and undivided profits of not less than US$500,000,000 (or its equivalent in Pesos) and having a rating with respect to its public long-term unsecured unsubordinated debt securities of not less than "BBB-" by Fitch or S&P, or "Baa3" by Moody's;

(d) (i) demand deposits, (ii) time deposits and certificates of deposit with maturities of 90 days or less from the date of acquisition, (iii) bankers' acceptances with maturities not exceeding 90 days from the date of acquisition, and (iv) overnight bank deposits, in each case with any bank or trust company organized or licensed under the laws of the United States, or any state thereof that has a combined capital and surplus and undivided profits of not less than US$500,000,000 and having a rating with respect to its public long-term unsecured unsubordinated debt securities of not less than "A" by Fitch or S&P, or "A2" by Moody's;

(e) (i) demand deposits, (ii) time deposits and certificates of deposit with maturities of 90 days or less from the date of acquisition, (iii) bankers' acceptances with maturities not exceeding 90 days from the date of acquisition, and (iv) overnight bank deposits, in each case with any bank or trust company organized or licensed under the laws of any state of the European Union that has a combined capital and surplus and undivided profits of not less than US$500,000,000 (or its equivalent in Euros) and having a rating with respect to its public long-term unsecured unsubordinated debt securities of not less than "A" by Fitch or S&P, or "A2" by Moody's;

(f) commercial paper not convertible or exchangeable to any other security: (i) for which a recognized trading market exists, (ii) issued by an issuer incorporated in the United States, any member state of the European Union or the United Kingdom, (iii) which matures within one year after the relevant date of calculation, and (iv) which has a credit rating of either A-1 or higher by S&P, F1 or higher by Fitch or P-1 or higher by Moody's, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating;

(g) money market funds at least 95% of the assets of which consist of investments of the type described in clauses (a) through (f) above; and

(h) any other debt security approved by the Required Lenders.

"Casualty Event" means, with respect to any Person, (a) any loss, destruction or damage of all or any portion of any Property of such Person or to which such Person otherwise has rights, including, without limitation, any such Property becoming unfit for normal use, and (b) any illegality or invalidity of all or any portion of such Person's business, including by any action by a Governmental Authority.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority, (c) the making or issuance of any request, rule, guideline, or directive (whether or not having the force of law) by any Governmental Authority, (d) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith or (e) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III; *provided* that any requests, rules, guidelines or directives enacted prior to the date of this Agreement that are not effective but are reasonably be expected to become effective after the date of this Agreement shall not be considered to be a "Change in Law" for purposes of this Agreement.

"Charges" has the meaning assigned to such term in Section 11.16.

"Closing Date" means the date on which each of the conditions set forth in Section 4.01 are satisfied.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral" means the Property of any Person from time to time subject to a Lien or other security interest created by or pursuant to, or purported to be created by or pursuant to, the Security Documents in favor of the Collateral Agent for the benefit of the Secured Creditors, to secure, inter alia, all Obligations.

"Collateral Agent" means Scotiabank Inverlat S.A., Institución de Banca Múltiple Grupo Financiero Scotiabank Inverlat, in its capacity as collateral agent of the Lenders for purposes of the Security Documents and under the Intercreditor Agreement, or any successor collateral agent.

"Commitment" means a Tranche A Commitment, a Tranche B Commitment, a Tranche C Commitment, or a DSRF Commitment, as the context may require; *it being understood* that any reference to the Tranche A Commitment, the Tranche B Commitment or the Tranche C Commitment shall take into account any increase of any such Commitment pursuant to Section 2.16.

"Commitment Fee" has the meaning assigned to such term in Section 2.09(a).

"Communications" has the meaning assigned to such term in Section 11.02(b)(iii).

"Compliance Certificate" means a certificate substantially in the form of Exhibit C.

"Concession Title" means

(a) each of the airport concession titles granted on June 29, 1998 (as amended or supplemented from time to time), pursuant to which the SICT granted a concession in favor of:

(i) Aeropuerto de Acapulco, S.A. de C.V., over the property located at Boulevard de las Naciones S/N, Colonia Plan de los Amates, Acapulco, Guerrero, C.P. 39931, A.P. 65, Mexico, for the operation of the Acapulco Airport;

(ii) Aeropuerto de Ciudad Juárez, S.A. de C.V., over the property located at Km. 18.5, of Carretera Panamericana, Ciudad Juárez Centro, Distrito Bravo, CZ.C. 32690, A.P. 792, Mexico, for the operation of the Ciudad Juárez Airport;

(iii) Aeropuerto de Chihuahua, S.A. de C.V., over the property located at Boulevard Juan Pablo II, Km. 14, Chihuahua, Chihuahua, Z.P. 31390, A.P. 719, Mexico, for the operation of the Chihuahua Airport;

(iv) Aeropuerto de Culiacán, S.A. de C.V., over the property located at Carretera Novolato Km. 4.5, Col Bachiguato, Culiacán, Sinaloa, Z.C., 80130, A.P. 594, Mexico, for the operation of the Culiacán Airport;

(v) Aeropuerto de Durango, S.A. de C.V., over the property located at Km. 15.5, Autopista Durango, Durango, Z.C. 34304, A.P. 422 Mexico, for the operation of the Durango Airport;

(vi) Aeropuerto de Mazatlán, S.A. de C.V., over the property located at Carretera Internacional al Sur S/N, Mazatlán Sinaloa, Z.C. 82000, A.P. 475, Mexico, for the operation of the Mazatlán Airport;

(vii) Aeropuerto de Monterrey, S.A. de C.V., over the property located at Carretera Miguel Alemán, Municipio de Apodaca, Nuevo León, Z.C. 66600, Mexico, for the operation of the Monterrey Airport;

(viii) Aeropuerto de Reynosa, S.A. de C.V., over the property located at Km. 83 Carretera a Matamoros-Mazatlán, Reynosa, Tamaulipas, Z.C. 88790, A.P. 1676, Mexico, for the operation of the Reynosa Airport;

(ix) Aeropuerto de San Luis Potosí, S.A. de C.V., over the property located at Km. 9.5 Carretera Matehuala, San Luis Potosí, San Luis Potosí, A.P. 1412, Mexico, for the operation of the San Luis Potosí Airport;

(x) Aeropuerto de Tampico, S.A. de C.V., over the property located at Boulevard Adolfo López Mateos No. 1001, Tampico, Tamaulipas, Z.C. 89339, A.P. C-2, Mexico, for the operation of the Tampico Airport;

(xi) Aeropuerto de Torreón, S.A. de C.V., over the property located at Km. 9 Carretera Torreón-San Pedro S/N, Torreón Coahuila, Z.C. 27016, A.P. 132, Mexico, for the operation of the Torreón Airport;

(xii) Aeropuerto de Zacatecas, S.A. de C.V., over the property located at Km. 23 Carretera Panamericana, Tramo Zacatecas-Fresnillo, Zacatecas, Zacatecas, Z.C. 98500, A.P. 303, Mexico, for the operation of the Zacatecas Airport;

(xiii) Aeropuerto de Zihuatanejo, S.A. de C.V., over the property located at Carretera Nacional, Acapulco-Zihuatanejo, Zihuatanejo, Guerrero, Z.C. 40880, A.P. 59, Mexico, for the operation of the Zihuatanejo Airport; and

(b) each future airport concession title to be granted by any relevant Governmental Authority in favor of the Target or any Subsidiary thereof.

"Concessoc" has the meaning assigned to such term in the preamble.

"Concessoc Debt Service Reserve Account" means the account to be opened at a Mexican bank (*institucion de banca multiple*) acceptable to the Required Lenders and designated in writing by Concessoc as the Concessoc Debt Service Reserve Account, or (with the prior consent of the Administrative Agent acting upon instruction of the Required Lenders) any alternative account in substitution thereof; *provided* that such account is located in Mexico.

"Concessoc Debt Service Reserve Account Required Balance" means, subject to Section 6.12(b), as of any date of determination, the sum of (a) all scheduled payments in respect of interest on the Term Loans payable on such date of determination (or if such date is not an Interest Payment Date, on the Interest Payment Date immediately succeeding such date of determination, as the case may be) in accordance with the terms of this Agreement and the other Loan Documents, (b) without duplication, any net amounts payable or amounts received (as applicable) as of such date of determination (or if such date is not an Interest Payment Date, on the Interest Payment Date immediately succeeding such date of determination, as the case may be) under any Hedging Agreement entered into with respect to the Term Loans (other than payments made thereunder on account of interest on the Term Loans), and (c) all Commitment Fees and other fees, expenses, additional amounts payable under Section 3.04, and other amounts scheduled to be paid hereunder in respect of the Term Loans (excluding, for the avoidance of doubt any upfront fees) payable on such date of determination (or if such date is not an Interest Payment Date, on the Interest Payment Date immediately succeeding such date of determination, as the case may be).

"Concessoc DSRF Commitment" means, as to each Concessoc DSRF Lender, its obligation to make Concessoc DSRF Loans to Concessoc pursuant to Section 2.01(d), in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Concessoc DSRF Lender's name on Schedule I or in the Assignment and Assumption pursuant to which such Concessoc DSRF Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"Concessoc DSRF Lender" means, at any time, any Lender that holds a Concessoc DSRF Loan at such time.

"Concessoc DSRF Loan" means an advance denominated in Pesos made by a DSRF Lender to Concessoc that bears interest at the TIIE Rate.

"Concessoc Non-Mexican Distribution Account" means an account in a currency other than Pesos maintained at a financial institution outside of Mexico and as separately identified by Concessoc to the Administrative Agent, or (with the prior consent of the Administrative Agent acting upon instruction of the Required Lenders) any alternative account in substitution thereof.

"Concessoc OPEX" means operating expenses of Concessoc incurred in the ordinary course of business including salaries and related social security contributions of Concessoc's personnel, insurance premiums, statutory auditor's fees, legal fees, other advisors' fees and cost incurred in the ordinary course by Concessoc in respect of accounting, regulatory requirements and any other support services necessary to maintain Concessoc in existence and in good standing and for the conduct of Concessoc's operation and/or any SETA Guaranty Fee, but excluding all Taxes and extraordinary fees, costs and expenses in connection with the Acquisition and the transactions contemplated under the Loan Documents; provided that, at any time prior to the Aerodrome Merger, all references to "Concessoc" in this definition shall be deemed to refer to Concessoc and Aerodrome.

"Concessoc Periodic Expenses Reserve Account" means the account maintained by Concessoc at HSBC México, S.A. Institución de Banca Múltiple, Grupo Financiero HSBC, SWIFT: BIMEMXMM, CLABE 021180040686665935, Account No: 4068666593, or (with the prior consent of the Administrative Agent acting upon instruction of the Required Lenders) any alternative account in substitution thereof; *provided* that such account is located in Mexico.

"Concessoc Periodic Expenses Reserve Account Required Balance" means:

(a) for each calendar year, on each day during the period commencing on each Dividend Payment Date falling prior to May 31 of such calendar year and ending on May 31 of such calendar year, an amount sufficient to cover the Concessoc OPEX until the immediately following Dividend Payment Date and Debt Service on the Term Loans and the Concessoc DSRF Loans for the two immediately following Interest Payment Dates;

(b) for each calendar year, on each day during the period commencing on May 31 of such calendar year and ending on November 30 of such calendar year, an amount sufficient to cover the Concessoc OPEX until the immediately following Dividend Payment Date and Debt Service on the Term Loans and the Concessoc DSRF Loans for the immediately following Interest Payment Date; and

(c) for each calendar year, on each day during the period commencing on November 30 of such calendar year and ending on the Dividend Payment Date falling prior to May 31 of the immediately following calendar year, an amount sufficient to cover the Concessoc OPEX until the immediately following Dividend Payment Date;

it being understood, that the Concessoc OPEX and the determination of the Concessoc Periodic Expenses Reserve Account Required Balance shall be made solely by Concessoc, acting reasonably, based on pro forma projections of the Concessoc OPEX and TIIE (or the applicable Alternate Peso Rate or other reference interest rate) in effect from time to time.

"Concessoc Pesos Distribution Account" means an account in Pesos to be opened at a Mexican bank (*institucion de banca multiple*) acceptable to the Required Lenders and designated in writing by Concessoc as the Concessoc Pesos Distribution Account, or (with the prior consent of the Administrative Agent acting upon instruction of the Required Lenders) any alternative account in substitution thereof; *provided* that such account is located in Mexico.

"Consolidated" refers to the consolidation of accounts of a Person and its Subsidiaries (to the extent any such Subsidiaries exists) in accordance with Applicable Accounting Principles.

"Consolidated EBITDA" means, for any Calculation Period the sum of: (a) the EBITDA of the Loan Parties for such Calculation Period and (b) the product of (i) the EBITDA of the Target for such Calculation Period and (ii) the percentage of the Target's Equity Interest held, directly or indirectly, by the Loan Parties as of the last day of such Calculation Period.

"Consolidated Net Debt" means, as of any date of determination the sum of: (a) the Net Debt of the Loan Parties as of such date of determination and (b) the product of (i) the Net Debt of the Target as of such date of determination and (ii) the percentage of the Target's Equity Interest held, directly or indirectly, by the Loan Parties as of such date of determination.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and/or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Conversion Rate" means, as of any date and for any applicable foreign currency, the exchange rate published by Banco de México in the Exchange Rate Portal (*Portal del Mercado Cambiario*) based on the rates published by Banco de México and the International Monetary Fund on the Business Day immediately prior to the relevant calculation date, to be in effect on such calculation date; *provided* that, if Banco de México ceases to publish such exchange rate, the Conversion Rate shall equal the average of the applicable foreign exchange rates published by the Administrative Agent (or the main offices of its subsidiaries located in Mexico, if not published by the Administrative Agent) at the close of business on the Business Day immediately prior to the relevant calculation date (i.e., 24-hours forward), to be in effect on such calculation date.

"Debt" means, with respect to any Person (determined without duplication): (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services (except trade payables incurred in the ordinary course of business of such Person and not past due for more than 180 days after the date on which such trade payable was created), (c) all obligations of such Person under conditional sale or other retention agreements relating to property or assets purchased by such Person, (d) all obligations of such Person evidenced by notes, bonds, debentures or other similar documents, (e) all Capital Lease Obligations of such Person, (f) all obligations, contingent or otherwise, of such Person in respect of acceptances, letters of credit, financial guaranty insurance policies or similar extensions of credit, (g) all net obligations of such Person in respect of any Hedging Agreement (determined by reference to the marked-to-market value thereof), (h) all Debt of other Persons that is guaranteed by such Person (which amount of Debt for purpose of this clause shall be deemed to be equal to the lesser of (i) the aggregate unpaid amount of the Debt so guaranteed, and (ii) the stated maximum amount (if any) of such Debt), and (iii) all Debt secured by any Lien on property of such Person even though such Person has not assumed or become liable for the payment of such Debt (and, in connection therewith, the amount of "Debt" under this clause (iii) shall be limited to the lesser value of the amount of such Debt and the value of such property). For all purposes hereof, the Debt of any Person shall include the Debt of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Debt is expressly made non-recourse to such Person.

"Debt Service" means, as of any date of determination and any period, with respect to any Debt (other than Subordinated Debt) of any Loan Party, the sum of (a) all scheduled payments in respect of principal of (other than any bullet or balloon amortizations and any of the principal amortizations of the Tranche C Loans), and interest on, such Debt, payable during such specified period in accordance with the terms of the documents evidencing such Debt, (b) without duplication, any net amounts payable or amounts received (as applicable) during such specified period under any Hedging Agreement entered into with respect to any such Debt (other than payments made thereunder on account of interest on such Debt), and (c) all commitment and other fees, expenses, additional amounts and other amounts scheduled to be paid in respect of any such Debt (excluding, for the avoidance of doubt any upfront fees and, with respect to Concessoc, the SETA Guaranty Fee) during such specified period.

"Debt Service Coverage Ratio" means, as of any date of determination (a) Free Cash Flow for any Calculation Period ended on such date of determination (or if such date of determination is not the last day of a Fiscal Quarter of the TL Borrower, the Calculation Period ended on the last day of the most recently ended Fiscal Quarter of the Borrower, as the case may be) to (b) Debt Service of all Loan Parties for any Calculation Period ended on such date of determination (or if such date of determination is not the last day of a Fiscal Quarter of the Borrower, the Calculation Period ended on the last day of the most recently ended Fiscal Quarter of the Borrower, as the case may be).

"Debt to Equity Ratio" means as of any date of determination, the result obtained by *dividing* (a) the sum of the Net Debt of all Loan Parties as of such date of determination (or if such date of determination is not the last day of a Fiscal Quarter of such Loan Party, the last day of the most recently ended Fiscal Quarter of such Loan Party) *by* (b) the aggregate amount of Equity Contributions received by all Loan Parties as of such date of determination (or if such date of determination is not the last day of a Fiscal Quarter of such Loan Party, the last day of the most recently ended Fiscal Quarter of such Loan Party).

"Debtor Relief Laws" means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, *concurso mercantil*, *quiebra*, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States, France, Luxembourg and Mexico or other applicable jurisdictions from time to time in effect.

"Default" means an Event of Default or an event that, with notice, lapse of time, or both, would become an Event of Default.

"Default Rate" means when used with respect to Obligations, with respect to a Term Loan or a DSRF Loan, an interest rate per annum equal to the interest rate (including any Applicable Margin for the relevant Loans) otherwise applicable to such Loan *plus* 2% per annum.

"Defaulting Lender" means, subject to Section 2.15(b), any Lender that, in the determination of the Administrative Agent: (a) has failed to (i) fund all or any portion of its Loans within two (2) Business Days of the date such Loans were required to be funded hereunder, unless such Lender notifies the Administrative Agent and the applicable Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) have not been satisfied, or (ii) pay to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two Business Days of the date when due; (b) has notified the applicable Borrower or the Administrative Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect, unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (specifically identified in such writing or public statement together with any applicable default) cannot be satisfied; (c) has failed, within three (3) Business Days after written request by the Administrative Agent or the applicable Borrower, to confirm in writing to the Administrative Agent and the applicable Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the applicable Borrower); or (d) has, or has a direct or indirect parent company that has (i) become the subject of a proceeding under any Debtor Relief Law, (ii) become the subject of a Bail-In Action or

(iii) had appointed for it a receiver, *visitador*, *conciliador*, *síndico*, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or any similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity; *provided* that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the U.S. or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.15(b)) upon delivery of written notice of such determination by the Administrative Agent to the TL Borrower and each Lender.

"Disposition" means the sale, transfer, license, lease, conveyance or other disposition (including any sale and leaseback transaction, and including by way of merger, casualty, condemnation or otherwise) of any Property (including, without limitation, Equity Interests) by any Person (or the granting of any option or other right to do any of the foregoing), in one or a series of transactions, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith. "Dispose" has meaning correlative thereto.

"Distribution Accounts" means (a) the Concessoc Non-Mexican Distribution Account; (b) the Concessoc Pesos Distribution Account and (b) the SETA Pesos Distribution Account.

"Dividend Payment Date" means each date on which dividend payments (and any other distributions) on account of Equity Interests of the Target are made by the Target to SETA pursuant to the resolutions adopted during each applicable annual general shareholders' meeting of the Target. For purposes of clarification, any date on which dividend payments (and any other distributions) on account of Equity Interests of the Target are made by the Target to SETA pursuant to the resolutions adopted during any extraordinary shareholders' meeting or similar shall be excluded from this definition.

"Dollar" and "US$" mean lawful currency of the United States.

"DSCR Breach" has the meaning assigned to such term in Section 7.14.

"DSRF Availability Period" means, the period commencing on the Closing Date and ending on the Business Day immediately preceding the DSRF Maturity Date.

"DSRF Borrower" means (a) Concessoc, but solely with respect to the Concessoc DSRF Loans and (b) upon the execution and delivery of the Borrower Joinder Agreement, SETA, but solely with respect to the SETA DSRF Loans.

"DSRF Borrowing" means a borrowing of DSRF Loans made by a DSRF Lender to a DSRF Borrower hereunder.

"DSRF Borrowing Date" means the date on which each DSRF Borrowing is made.

"DSRF Commitment" means, (a) the Concessoc DSRF Commitment and (b) the SETA DSRF Commitment, as applicable.

"DSRF Facility" means, at any time, the sum of (a) the aggregate amount of the DSRF Commitments at such time and (b) the aggregate principal amount of the DSRF Loans of all DSRF Lenders outstanding at such time.

"DSRF Lender" means, at any time, any Lender that holds a DSRF Loan at such time.

"DSRF Loans" means (a) the Concessoc DSRF Loans and (b) the SETA DSRF Loans.

"DSRF Maturity Date" means the date that is the earlier of (a) the fifth (5th) year anniversary of the Closing Date and (b) the date on which all Term Loans are repaid in full.

"EBITDA" means, for any Calculation Period:

(a) with respect to the Loan Parties, without duplication, the sum of (i) payments or proceeds received by SETA pursuant to the TSA during such Calculation Period, *plus* (ii) any fees received by SETA in connection with the SETA Guaranty Fee *minus* (iii) Concessoc OPEX for such Calculation Period, *minus* (iv) SETA OPEX for such Calculation Period;

(b) with respect to the Target, the Target Net Income determined on a Consolidated basis for such period *plus* the following to the extent deducted in calculating Target Net Income, without duplication and determined on a Consolidated basis: (i) any interest, commission, fees, discounts, prepayment fees, premiums or charges and other finance payments whether paid, payable or capitalized including any unrealized gain or loss on any financial derivative instrument and any exchange gain or loss; (ii) any cash or deferred Taxes; (iii) any amount attributable to any amortization or depreciation or impairment of assets whatsoever; (iv) any amount attributable to major maintenance expense or provision; (v) losses, charges and expenses relating to dispositions other than in the ordinary course of business; and (vi) the amount of any profit (or any loss) which is attributable to minority interests or non-controlling interest; *provided* that, the impact of IFRS 16 for purposes of the determination of EBITDA of the Target shall only be included with respect to Capital Lease Obligations and/or Operating Leases that are effectively treated as Capital Lease Obligations in the applicable financial statements of the Target; and

(c) with respect to any Person other than the Loan Parties and the Target, the term "EBITDA" shall have a correlative meaning with the foregoing clause (b) above (with each reference to the Target being deemed a reference to such Person, each reference therein to the Subsidiaries of the Target being deemed a reference to such Person's Subsidiaries, and each reference therein to the Target Net Income being deemed a reference to such Person's net income (or loss) determined on a Consolidated basis for such period in accordance with Applicable Accounting Principles).

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any member state of the European Union, Iceland, Liechtenstein and Norway.

"EEA Resolution Authority" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Eligible Assignee" means any of the following Persons that is not a Sanctions Target: (a) a Lender, (b) an Affiliate of a Lender, (c) an Approved Fund or (d) a commercial bank, a finance company or another financial institution or fund (whether a corporation, partnership, trust or other entity) that is engaged in making, purchasing or otherwise investing in commercial loans in the ordinary course of its business and that, (i) if rated, has a credit rating for its long-term unsecured and non-credit-enhanced debt obligations of at least mxAAA (in Mexico), or A- (internationally) or higher by S&P or Fitch or mxAAA (in Mexico), or A3 (internationally), or higher by Moody's or (ii) if not rated is a fund regularly engaged in investing in infrastructure debt.

"Environmental Laws" means any and all Applicable Laws relating in any way to (a) the protection of the environment, natural resources, wildlife, human or animal health and safety, (b) the presence of, Release of, or exposure to, Hazardous Materials, (c) the generation, manufacture, processing, distribution, use, treatment, storage, discharge, disposal, release, threatened release, transport, recycling or handling of, or the arrangement for such activities with respect to, Hazardous Materials or (d) vibration, noise, odor or mold. For purposes of this Agreement and the other Loan Documents, the term "Environmental Laws" shall also include, without limitation, the Mexican *Ley General del Equilibrio Ecológico y la Protección al Ambiente*, *Ley de Aguas Nacionales*, *Ley General para la Prevención y Gestión Integral de los Residuos*, *Ley General de Salud*, and their respective regulations, as well as Mexico's *Reglamento Federal de Seguridad, Higiene y Medio Ambiente en el Trabajo*, as well as the official Mexican standards NOM-001-SEMARNAT-1996, NOM-052-SEMARNAT-2005, NOM-053-SEMARNAT-1993 and NOM-010-STPS-1999, each of the foregoing as amended from time to time.

"Environmental Liability" means any liability or obligation, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of any Person directly or indirectly resulting from or based upon: (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the presence, release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity Contribution" means (a) any Cash Equivalents contributed by the Sponsor to the TL Borrower in exchange for Equity Interest in the TL Borrower, (b) Subordinated Debt provided by the Sponsor to the TL Borrower, or (c) a combination of (a) and (b).

"Equity Cure Right" has the meaning assigned to such term in Section 7.14.

"Equity Interest Sale" means, a Disposition by any Loan Party, directly or indirectly, of all or any portion of any B Shares (including any such Disposition made in compliance with a resolution or order issued by any Governmental Authority requiring such Loan Party, directly or indirectly, to consummate such Disposition).

"Equity Interests" means any and all shares of capital stock, interests, participations, partnership interests, membership interests in a limited liability company, shares (*parts sociales*) corporation or partnership, beneficial interests in a trust, participations, quotas or other ownership interests or equivalents in a Person (however designated, whether voting or non-voting), any and all warrants, options or other rights entitling the holder thereof to purchase any of the foregoing, or any securities convertible into or exchangeable or exercisable for any of the foregoing.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with any Borrower, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code.

"ERISA Event" means (a) any "reportable event," as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Pension Plan (other than an event for which the 30-day notice period is waived), (b) the determination that any Pension Plan is considered an at-risk plan or that any Multiemployer Plan is endangered or is in critical status within the meaning of Sections 430 or 432 of the Code or Sections 303 or 305 of ERISA, as applicable, (c) the incurrence by a Borrower or any ERISA Affiliate of any liability under Title IV of ERISA, other than for PBGC premiums not yet due, (d) the receipt by a Borrower or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Pension Plan or to appoint a trustee to administer any Pension Plan or the occurrence of any event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan, (e) the appointment of a trustee to administer any Pension Plan, (f) the withdrawal of a Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which such entity was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or the cessation of operations by a Borrower or any ERISA Affiliate that would be treated as a withdrawal from a Pension Plan under Section 4062(e) of ERISA, (g) the partial or complete withdrawal by a Borrower or any ERISA Affiliate from any Multiemployer Plan or a notification that a Multiemployer Plan is insolvent, or (h) the taking of any action to terminate any Pension Plan or Multiemployer Plan under Section 4041 or 4041A of ERISA.

"Erroneous Payment" has the meaning assigned to such term in Section 9.10(a).

"Erroneous Payment Deficiency Assignment" has the meaning assigned to such term in Section 9.10(d).

"Erroneous Payment Impacted Class" has the meaning assigned to such term in Section 9.10(d).

"Erroneous Payment Return Deficiency" has the meaning assigned to such term in Section 9.10(d).

"Erroneous Payment Subrogation Rights" has the meaning assigned to such term in Section 9.10(f).

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Euros" means the lawful currency of the European Union.

"Event of Default" has the meaning assigned to such term in Section 8.01.

"Existing Affiliate Transactions" means, collectively, the transactions entered into between a Guarantor and any of its Affiliates that are described in Schedule III.

"Export Credit Agency" means (a) an official non-Mexican Financial Institution for the promotion of exports by granting loans or guarantees under preferential conditions, organized under the laws of any country, and (b) an official Mexican Financial Institution for the promotion of exports by granting loans or guarantees under preferential conditions.

"Expropriation Event" means, with respect to any Person, any circumstance or event, or series of circumstances or events as a result of which all or any portion of the Property of such Person (including under or associated with any Governmental Approval) shall be condemned, nationalized, confiscated, seized, compulsorily acquired or otherwise expropriated by any Governmental Authority under power of eminent domain or otherwise, including, without limitation, the requisition of the use of any such Property by a Governmental Authority or pursuant to Applicable Law.

"Expropriation Proceeds" means, with respect to any Person, all condemnation awards or other compensation, awards, damages and other payments or relief with respect to: (a) any Expropriation Event, (b) any assumption by a Governmental Authority of control of all or any portion of the Property or business operations of such Person, (c) any action by a Governmental Authority for the dissolution or disestablishment of such Person or (d) any action by a Governmental Authority that would prevent such Person from carrying on its business or operations or a substantial part thereof.

"Facility" means the Tranche A Facility, the Tranche B Facility, the Tranche C Facility and/or the DSRF Facility, as the context may require.

"FATCA" means:

(a) Sections 1471 through 1474 of the Code, or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or

(c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the U.S. Internal Revenue Service, the U.S. government or any governmental or taxation authority in any other jurisdiction.

"FATCA Application Date" means:

(a) in relation to a "withholdable payment" described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the United States), July 1, 2014; or

(b) in relation to a "passthrough payment" described in section 1471(d)(7) of the Code not falling within paragraph (a) above, the first date from which such payment may become subject to a deduction or withholding required by FATCA.

"FATCA Deduction" means a deduction or withholding from a payment under a Loan Document required by FATCA.

"FATCA Exempt Party" means a party hereto that is entitled to receive payments free from any FATCA Deduction.

"Fee Letters" means, collectively, (i) the Tranche A and Tranche B Arrangers' Fee Letter, (ii) the Tranche C Arranger's Fee Letter and (iii) the Administrative Agent Fee Letter.

"Finance Party" means the Administrative Agent, a Lead Arranger or a Lender.

"Fiscal Quarter" means a fiscal quarter of a Fiscal Year.

"Fiscal Year" with respect to a Person, means the fiscal year of such Person, which period shall be the 12-month period ending on December 31 of each year. References to a Fiscal Year with a number corresponding to any calendar year (e.g., "Fiscal Year 2022") refer to the Fiscal Year ending on December 31 of such calendar year.

"Fitch" means Fitch Ratings, Inc., or any successor thereto.

"France" means the Republic of France.

"Free Cash Flow" means for any Calculation Period, with respect to the Loan Parties, without duplication, the sum of: (a) dividends or other distributions on account of the Equity Interest of the Target owned by the Loan Parties actually received in cash from the Target during such Calculation Period, *plus* (b) amounts actually received in cash by the Loan Parties from the Target during such Calculation Period pursuant to the TSA, *plus*

(c) payments or proceeds received in cash by SETA from Concessoc during such Calculation Period in connection with the SETA Guaranty Fee, *plus* (d) solely (i) during the period commencing on the Closing Date and ending twelve (12) months thereafter or (ii) at any time following the occurrence and during the continuance of a Default or an Event of Default, any cash on deposit in the Transition Reserve Account as of the last day of such Calculation Period not in excess of the Transition Reserve Account Maximum Amount; *provided*, that, the cash on deposit in the Transition Reserve Account shall be excluded from the calculation of Free Cash Flow for purposes of Section 7.06(a)(v), *plus* (e) interest earned by the Loan Parties on cash or Cash Equivalents on deposit (other than with respect to any amounts on deposit in the Distribution Accounts) during such Calculation Period, *minus* (f) Concessoc OPEX during such Calculation Period *minus* (g) SETA OPEX during such Calculation Period (but excluding any payments made by SETA under the Intangible Assets License Agreement), *minus* (h) Tax payments made by the Loan Parties during such Calculation Period; *provided* that the following shall be excluded in the determination of Free Cash Flow (x) the cash received as a result of Borrowings of DSRF Loans during such Calculation Period, and (y) any cash from any of the Concessoc Debt Service Reserve Account or the SETA Debt Service Reserve Account used during such Calculation Period and amounts on deposit in the Concessoc Debt Service Reserve Account or the SETA Debt Service Reserve Account as of the last day of such Calculation Period.

"French Borrower" means a Borrower incorporated under or established under the laws of France.

"French Qualifying Lender" means a Lender, irrespective of its tax residency, which in respect of a payment of interest: (i) fulfils the conditions imposed by French Applicable Law at the Closing Date in order for such payment not to be subject to (or as the case may be, to be exempt from) any Tax Deduction or (ii) is a French Treaty Lender.

"French Treaty Lender" means a Lender which in respect of a payment of interest: (i) is treated as resident of a French Treaty State for the purposes of the French Treaty, (ii) does not carry on business in France through a permanent establishment with which that Lender's participation in a Loan is effectively connected, (iii) is acting from a Lending Office situated in its jurisdiction of incorporation, and (iv) fulfils any other conditions which must be fulfilled under the French Treaty by residents of the French Treaty State for such residents to obtain exemption from Tax imposed on such payment of interest by France, subject to the completion of any necessary procedural formalities.

"French Treaty State" means a jurisdiction having a double taxation agreement with France (the "French Treaty"), which makes provision for full exemption from Tax imposed by France on interest payments.

"Fund" means any Person (other than a natural Person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.

"GAAP" means the generally accepted accounting principles in Mexico and/or France, as applicable.

"Governmental Approval" means any action, order, authorization, consent, approval, license, lease, ruling, permit, tariff, rate, certification, exemption, filing, registration or concession from, by or with any Governmental Authority.

"Governmental Authority" means any nation, government, state, province, municipality, international governmental or quasi-governmental or regulatory agency, body or authority, or any other agency, instrumentality or political subdivision of any of the foregoing, and any entity exercising executive, legislative, judicial, monetary, taxing, regulatory, administrative or police and law enforcement functions of or pertaining to government, including, without limitation, OFAC.

"Guarantor" has the meaning assigned to such term in the preamble.

"Guarantor Joinder Agreement" has the meaning assigned to such term in Section 6.15.

"Guarantor Release Date" means the earlier of (a) the date on which SETA acquires all of the outstanding Aerodrome Owned B Shares and (b) the merger of Aerodrome with and into the TL Borrower is consummated as permitted pursuant to Section 7.03.

"Guaranty" means, as to any Person: (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Debt or other obligation payable or performable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect (with the limitation stated in Article X): (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Debt or other obligation of the payment or performance of such Debt or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Debt or other obligation or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Debt or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), (b) any Lien on any assets of such Person securing any Debt or other obligation of any other Person, whether or not such Debt or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Debt to obtain any such Lien), and (c) any "cautionnement," "aval," any "garantie" which is independent from the debt to which it relates and any type of "*sûreté personnelle"*; *provided* that the term Guaranty shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Guaranty shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guaranty is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term "Guaranty" as a verb has a corresponding meaning.

"Guaranty Trust Agreement" means that certain Mexican law-governed guaranty trust agreement (*fidecomiso de garantía*), to be dated on or about the Closing Date, by and among SETA as Settlor, and the Security Trustee, as trustee, and the Administrative Agent, as first place beneficiary, pursuant to which the trustee thereunder (including by means of any conveyance agreement executed thereunder) (a) will hold the collection rights under the TSA and (b) has opened (i) the SETA Debt Service Reserve Account, (ii) the SETA Periodic Expenses Reserve Account and (iii) bank accounts of SETA for receiving amounts in Pesos.

"Hazardous Materials" means: (a) any petroleum products or byproducts and all other hydrocarbons, coal ash, radon gas, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, chlorofluorocarbons and all other ozone-depleting substances (in each case, whether solid, liquid or gas) and (b) any chemical, material, substance or waste that is prohibited, limited or regulated by or pursuant to any Environmental Law.

"Hedging Agreement" means (a) any and all interest rate protection agreements, interest rate future agreements, interest rate option agreements, interest rate swap agreements, interest rate cap agreements, interest rate collar agreements, interest rate hedge agreements, foreign exchange contracts, currency swap agreements, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts or any other similar transactions or any combination of the foregoing (including any option to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, traded at the over-the-counter or standardized markets and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or are governed by any form of master agreement published by the International Swaps and Derivative Association, Inc., any International Foreign Exchange Master Agreement or any other master agreement (such master agreement, together with any related schedules, a "Master Agreement") including any such obligations or liabilities under any Master Agreement.

"Hedging Obligation" of a Person means any and all obligations of such Person, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under: (a) any and all Hedging Agreements and (b) any and all cancellations, buy backs, reversals, terminations or assignments of any Hedging Agreement transaction.

"Hedging Strategy" means the hedging strategy set forth in Schedule IV.

"Historical Financial Statements" means the financial statements of the TL Borrower and the Acquired Companies listed in Schedule VIII.

"IFRS" means International Financial Reporting Standards as issued by the International Accounting Standards Board.

"IFRS 16" means the Financial Accounting Standards Board Accounting Standard Update 2016-02, Leases (Topic 842), issued in February 2016.

"Impacted TIIE Rate Loans" has the meaning assigned to such term in Section 3.05.

"Increase Effective Date" has the meaning assigned to such term in Section 2.16(d).

"Indemnification Payment" has the meaning assigned to such term in Section 2.04(c).

"Indemnitee" has the meaning assigned to such term in Section 11.03(b).

"Information" has the meaning assigned to such term in Section 11.23.

"Insolvency Regulation" means the regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast) as amended by Regulation (EU) 2021/2260 of the European Parliament and of the Council of 15 December 2021.

"Insurance Proceeds" means all amounts paid or payable to or for the account of a Loan Party pursuant to any insurance policy, including any insurance required to be maintained (or caused to be maintained) under this Agreement, or any other compensation, awards, damages or other payments made to such Person in respect of any Casualty Event but excluding any proceeds from third-party liability, employer's liability or automobile liability insurance to the extent that such proceeds are, or are to be, paid to the Person who incurred the liability or to any Person who has discharged such liability, or from any business interruption or loss of profit insurance.

"Intangible Assets License Agreement" means the license agreement to be entered between the Sponsor and SETA substantially in the form of Exhibit O.

"Intercreditor Agreement" means the Intercreditor Agreement, to be entered by and among the Borrowers, the Guarantors from time to time party thereto, the Administrative Agent, the Collateral Agent and the other Secured Creditors and other Persons from time to time party thereto, substantially consistent with the form of Exhibit M, as amended, supplemented or modified from time to time.

"Interest Payment Date" means each May 31 and November 30; *provided* that if any such date is not a Business Day, then such day shall not be an Interest Payment Date and the next succeeding day that is a Business Day shall be an Interest Payment Date, unless such next succeeding Business Day would fall in the next calendar month, in which case the Interest Payment Date shall be on the next preceding Business Day.

"Interest Period" means, with respect to any Loan, (a) initially, (i) with respect to the Term Loans, the period commencing on and including the date such Loan is made (which, for the avoidance of doubt, shall be the Pre-Funding Date) (or, with respect to any Loan made pursuant to Section 2.16, the period commencing on the date such Loan is made and ending on the last day of the Interest Period then in effect applicable to all other Loans) and ending on (but excluding for purposes of calculating interest) the immediately subsequent Interest Payment Date, which is May 31, 2023, and (ii) with respect to the DSRF Loans, the period commencing on and including the date such Loan is made and ending on (but excluding for purposes of calculating interest) the last date of the Interest Period for the Term Loans then in effect, and (b) thereafter, the period commencing on the last day of the immediately preceding Interest Period and ending on (but excluding, for purposes of calculating interest) the immediately subsequent Interest Payment Date; *provided* that any Interest Period that would otherwise extend beyond the applicable Maturity Date shall end on the Maturity Date for the corresponding Facility.

"Lead Arrangers" means Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa, HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC, and Scotiabank Inverlat S.A., Institución de Banca Múltiple Grupo Financiero Scotiabank Inverlat.

"Lender" means each Tranche A Lender, each Tranche B Lender, each Tranche C Lender and each DSRF Lender, as applicable.

"Lending Office" means the office or offices notified by a Lender to the Administrative Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than five (5) Business Days' written notice) as the office or offices through which it will perform its obligations under this Agreement.

"Lien" means any mortgage, *hipoteca*, lien, *fideicomiso*, *gravamen*, pledge, hypothecation, usufruct, fiduciary transfer, deed of trust to secure indebtedness, charge, encumbrance, or security interest, or any preferential arrangement (including a securitization) that has the practical effect of creating a security interest.

"Loan Documents" means, collectively, this Agreement, the Notes, the Fee Letters, the Intercreditor Agreement, the Security Documents, each Guarantor Joinder Agreement, the Borrower Joinder Agreement, the Reference Hedging Agreements, and any other document or instrument executed in connection with the foregoing and designated as a "Loan Document" by the TL Borrower and the Administrative Agent.

"Loan Parties" means, collectively, each Borrower and each Guarantor.

"Loans" means the collective reference to the Term Loans and the DSRF Loans outstanding from time to time hereunder made by the respective Lenders to the applicable Borrower pursuant to this Agreement; individually, a "Loan."

"Luxembourg" means the Grand Duchy of Luxembourg.

"Luxembourg Qualifying Lender" means a Lender, irrespective of its tax residency, which in respect of a payment of interest: (i) fulfils the conditions imposed by Luxembourg Applicable Law at the Closing Date in order for such payment not to be subject to (or as the case may be, to be exempt from) any Tax Deduction or (ii) is a Luxembourg Treaty Lender.

"Luxembourg Loan Party" means Aerodrome or any other Loan Parties incorporated and existing under the laws of Luxembourg and having its center of main interests within the meaning of the Insolvency Regulation located at its registered office at Luxembourg.

"Luxembourg Treaty Lender" means a Lender which in respect of a payment of interest: (i) is treated as resident of a Luxembourg Treaty State for the purposes of the Luxembourg Treaty, (ii) does not carry on business in Luxembourg through a permanent establishment with which that Lender's participation in a Loan is effectively connected, (iii) is acting from a Lending Office situated in its jurisdiction of incorporation, and (iv) fulfils any other conditions which must be fulfilled under the Luxembourg Treaty by residents of the Luxembourg Treaty State for such residents to obtain exemption from Tax imposed on such payment of interest by Luxembourg, subject to the completion of any necessary procedural formalities.

"Luxembourg Treaty State" means a jurisdiction having a double taxation agreement with Luxembourg (the "Luxembourg Treaty"), which makes provision for full exemption from Tax imposed by Luxembourg on interest payments. "Material Adverse Effect" means with respect to each of the Loan Parties: (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) of such Loan Party taken as a whole; (b) a material impairment of the rights and remedies of the Administrative Agent or any Lender under any Loan Document, or of the ability of any Loan Party to perform its obligations under the Loan Documents; (c) a material adverse effect upon the legality, validity, binding effect or enforceability against such Loan Party of the Loan Documents; (d) a material adverse effect on any Lien on the Collateral granted or purported to be granted under any Security Document; or (e) a material adverse effect on the value of the Collateral. Notwithstanding the foregoing, solely for purposes of Section 4.02 and Section 5.08(a), as used with respect to any Acquired Company, the term "Material Adverse Effect" means, a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) of such Acquired Company and its Subsidiaries, taken as a whole, other than a change, development, event, effect or occurrence that results from, is connected with, arises in respect of, is related to or is associated with: (i) a change, development, event, effect or occurrence affecting the industry or industries in which such Acquired Company operates to the extent such change, development, event, effect or occurrence does not have a materially disproportionate effect on such Acquired Company relative to other Persons operating in such industry or industries, (ii) global, national or regional political, or related conditions, including acts of war, armed hostilities or terrorism to the extent such change, development, event, effect or occurrence does not have a materially disproportionate effect on such Acquired Company relative to other Persons operating similar businesses, (iii) changes in general economic conditions, or changes in financial or capital markets, including commodity, credit, security, currency, exchange rate or interest rate markets, to the extent such change does not have a materially disproportionate effect on such Acquired Company relative to other Persons operating in such industry or industries, (iv) changes in Applicable Law, Applicable Accounting Principles or the interpretation or application thereof, to the extent such change does not have a materially disproportionate effect on such Acquired Company relative to other Persons operating in such industry or industries, (v) an act of God or a natural disaster to the extent such change, development, event, effect or occurrence does not have a materially disproportionate effect on such Acquired Company relative to other persons operating similar businesses, or (vi) the execution, announcement or performance of the Acquisition Documents or the consummation of any of the transactions contemplated thereunder.

"Material Agreements" means the TSA and each Concession Title.

"Material Amount" means (a) US$5,000,000 (or the equivalent thereof in any applicable currency) with respect to any Loan Party and (b) US$20,000,000 (or the equivalent thereof in any applicable currency) with respect to the Target or any Subsidiary thereof.

"Material Debt" means (a) any Reference Hedging Agreement and any Debt incurred pursuant to clause (c) of the definition of Permitted Debt, in each case, at any time that any of the foregoing is secured by the Collateral, and (b) any other Debt or Hedging Obligation of any Loan Party, the Target and its Subsidiaries having an aggregate principal amount (or termination value, as applicable) equal to or in excess of the Material Amount applicable to such Person.

"Material Subsidiary" means, as of any date of determination, any Subsidiary of the Target (a) whose EBITDA, for the most recently ended Calculation Period prior to such date of determination, is greater than 5.0% (or with respect to any Subsidiary of the Target that is a holder of a Concession Title, 3.0%) of the EBITDA of the Target for such Calculation Period, or (b) having total assets equal to or exceeding 5.0% (or with respect to any Subsidiary of the Target that is a holder of a Concession Title, 3.0%) of the Consolidated total assets of the Target as of such date of determination (or if such date of determination is not the last day of a Fiscal Quarter of the Target, the last day of the most recently ended Fiscal Quarter of the Target).

"Material Subsidiary Group" means a group composed of two or more Subsidiaries of the Target that, when taken together, would satisfy clause (a) or (b) of the definition of "Material Subsidiary"; *provided* that for purposes of this definition, each reference to any percentage in the definition of "Material Subsidiary" shall be deemed to be replaced with "10.0%"; *provided, further*, that notwithstanding anything to the contrary in the definition of the term "Material Subsidiary" the determination of whether any two or more Subsidiaries of the Target constitute a Material Subsidiary Group shall be made on a combined basis. As used herein, "combined basis," in respect of any two or more Persons, refers to the combination of the relevant accounts of such Persons (excluding, for the avoidance of doubt, the relevant accounts of any Subsidiary of each such Person), all in accordance with Applicable Accounting Principles.

"Maturity Date" means (a) with respect to the Tranche A Facility, the Tranche A Maturity Date, (b) with respect to the Tranche B Facility, the Tranche B Maturity Date, (c) with respect to the Tranche C Facility, the Tranche C Maturity Date and (d) with respect to each DSRF Facility, the DSRF Maturity Date.

"Maximum Rate" has the meaning assigned to such term in Section 11.16.

"Mexican Borrower" means a Borrower incorporated under or established under the laws of Mexico.

"Mexican Financial Institution" means a financial institution that qualifies as such pursuant to Article 7 of the Mexican Income Tax Law, organized under and existing pursuant to and in accordance with the laws of Mexico.

"Mexican Income Tax Law" means the *Ley del Impuesto sobre la Renta* of Mexico, its regulations and *disposiciones misceláneas* in effect from time to time.

"Mexican Securities Law" means the Mexican *Ley del Mercado de Valores*, and the regulations and circulars issued thereunder from time to time.

"Mexican Qualifying Lender" means a Lender which (i) fulfils the conditions imposed by Mexican Applicable Law in order for a payment of interest not to be subject to (or as the case may be, to be exempt from) any Tax Deduction, or (ii) is a Mexican Treaty Lender.

"Mexican Treaty Lender" means a Lender which: (i) is treated as resident of a Mexican Treaty State for the purposes of the Mexican Treaty, (ii) does not carry on business in Mexico through a permanent establishment with which that Lender's participation in a Loan is effectively connected, (iii) is acting from a Lending Office situated in its jurisdiction of incorporation, and (iv) fulfils any other conditions which must be fulfilled under the Mexican Treaty by residents of the Mexican Treaty State for such residents to obtain exemption from Tax imposed on interest by Mexico, subject to the completion of any necessary procedural formalities.

"Mexican Treaty State" means a jurisdiction having a double taxation agreement with Mexico (the "Mexican Treaty"), which makes provision for full exemption from Tax imposed by Mexico on interest payments.

"Mexico" means the United Mexican States.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which a Borrower or any ERISA Affiliate contributes or is obligated to contribute.

"MXN Floating Rate" means the Interbank Equilibrium Interest Rate ("Tasa de Interés Interbancaria de Equilibrio") for Pesos for a period of 28 days which is published in the "*Diario Oficial de la Federación*" (Official Gazette of the Federation of Mexico) on a MXN Floating Reset Date.

"MXN Floating Reset Date" means, with respect to any TIIE Rate Loan (a) initially, the date when such Loan is made and (b) the first day of each one-month period thereafter (or if such date is not a Business Day, the immediately preceding Business Day on which there was such quote).

"Net Cash Proceeds" means, with respect to any Person:

(a) with respect to any Expropriation Event, the excess, if any, of: (i) any Expropriation Proceeds received by such Person in connection with such Expropriation Event over (ii) the reasonable and customary costs and expenses actually incurred by such Person in connection therewith and any Taxes paid or reasonably estimated to be payable by such Person as a result thereof;

(b) with respect to any Casualty Event, the excess, if any, of: (i) Insurance Proceeds received by such Person in connection with such Casualty Event over (ii) the reasonable and customary costs and expenses actually incurred by such Person in connection therewith and any Taxes paid or reasonably estimated to be payable by such Person as a result thereof;

(c) with respect to any Equity Interest Sale, the excess, if any, of: (i) the aggregate amount of cash proceeds received by such Person in connection with such Disposition (including any cash proceeds received by way of a deferred payment pursuant to a note receivable or from the sale or disposal of non-cash consideration or otherwise, but only as and when so received) over (ii) the reasonable and customary costs and expenses actually incurred by such Person in connection therewith and any Taxes paid or reasonably estimated to be payable by such Person as a result thereof;

provided that, in the case of the events described in clauses (a) to (c) above, if the amount of any estimated Taxes exceeds the amount of Taxes actually required to be paid in cash in connection with such events, the aggregate amount of such excess shall constitute Net Cash Proceeds with respect to such event.

"Net Consolidated Leverage Ratio" means, as of any date of determination and for any Calculation Period, the ratio of Consolidated Net Debt as of such date to Consolidated EBITDA for such Calculation Period.

"Net Debt" means, as of any date of determination,

(a) with respect to the Loan Parties, the sum of the outstanding principal amount of Debt of each Loan Party as of such date of determination *minus* the sum of Cash Equivalents of each Loan Party as of such date of determination *minus* the outstanding principal amount of Subordinated Debt of such Loan party as of such date of determination, or, in each case, if such date of determination is not the last day of a Fiscal Quarter of such Loan Party, the last day of the most recently ended Fiscal Quarter of such Loan Party. For the avoidance of doubt, the definition of "Net Debt" with respect to the Loan Parties shall not include (i) the outstanding amount of the SETA Guaranty Fee, (ii) the aggregate unused portion of the DSRF Commitment; (iii) any marked-to-market Hedging Agreements entered in compliance with Section 6.13; and

(b) with respect to the Target, the outstanding principal amount of Debt of the Target and its Subsidiaries determined on a Consolidated basis as of such date of determination *minus* the Cash Equivalents of the Target and its Subsidiaries determined on a Consolidated basis as of such date of determination, or, in each case, if such date of determination is not the last day of a Fiscal Quarter of the Target, the last day of the most recently ended Fiscal Quarter of the Target. Schedule IX sets forth the Net Debt of the Target for illustrative purposes as of December 31, 2021.

"Non-Consenting Lender" means any Lender that does not approve any consent, waiver or amendment that (a) requires the approval of all affected Lenders and (b) has been approved by the Required Lenders.

"Non-Cooperative Jurisdiction" means a "non-cooperative state or territory" (*Etat ou territoire non coopératif*) as set out in the list referred to in article 238-0 A of the French *Code général des impôts*, as such list may be amended from time to time.

"Non-Material Default" means any Event of Default specified under Section 8.01(b), other than in respect of a Specified Representation, and Section 8.01(d).

"Non-Possessory Pledge Agreement" means the Mexican non-possessory pledge agreement (*contrato de prenda sin transmisión de posesión*) over the Concessoc Periodic Expenses Reserve Account, the Concessoc Debt Service Reserve Account and certain other banks accounts of Concessoc and Aerodrome, as specified thereunder.

"Note" means a promissory note issued by each Borrower, as issuer, and each applicable Guarantor *por aval*, in favor of a Lender evidencing Loans made by such Lender, substantially in the form of Exhibit D, as the same may be replaced as contemplated herein, which shall comply with all requirements for the validity and enforceability of promissory notes (*pagarés*) as *titulos de credito* under Applicable Law in Mexico, as the same may be replaced as contemplated herein, which shall comply with all requirements for the validity and enforceability of promissory notes under Applicable Law in such other jurisdiction.

"Notice of Borrowing" has the meaning assigned to such term in Section 2.02(a).

"Obligations" means, collectively, at any time, (a) the due and punctual payment (whether at maturity, by acceleration, upon any prepayment, or otherwise) by each Loan Party of (i) all advances and Loans to each Loan Party (whether or not evidenced by any note or instrument and whether or not for the payment of money), including, but not limited to, principal, interest, fees, costs and expenses (in each case including any amounts that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Law naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding), and (ii) all other monetary obligations, whether direct or indirect, of each Loan Party under the Loan Documents (including any obligation or liability to pay fees, expense reimbursements, indemnification obligations, make whole amounts, premiums, breakage costs), (b) the due and punctual performance of all other obligations, duties, covenants of any Loan Party, whether direct or indirect, arising under any Loan Document or otherwise with respect to any Loan, and (c) the obligations of the Loan Parties to pay, discharge and satisfy the Erroneous Payment Subrogation Rights. To the extent that any payment with respect to the Obligations (whether by or on behalf of any Loan Party, as proceeds of security, enforcement of any right of set-off or otherwise) is declared to be fraudulent or preferential in any respect, set aside or required to be paid to a debtor in possession, trustee, receiver or similar Person, then the obligation or part thereof originally intended to be satisfied will be deemed to be reinstated and outstanding as if such payment had not occurred.

"OFAC" means the Office of Foreign Assets Control of the United States Department of the Treasury.

"OMA Acquired Shares" has the meaning set forth in the recitals.

"Operating Leases" means those operating lease obligations of any person which as a result of IFRS 16, or any other changes in IFRS subsequent to the Effective Date, are required to be characterized as capital leases.

"Organizational Documents" means, with regard to any Person, its bylaws, articles of association or incorporation (*escritura constitutiva*), *estatutos sociales*, trust agreement, limited liability company agreement, shareholders agreement, *Extrait K-bis*, *Certificat de non-faillite*, *Etat des Inscriptions, statuts (coordonnés), extrait, certificat de non-inscription d'une décision judiciaire* or other similar document.

"Participant" has the meaning assigned to such term in Section 11.07(e).

"Participant Register" has the meaning assigned to such term in Section 11.07(e).

"Payment Recipient" has the meaning assigned to such term in Section 9.10(a).

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA.

"Pension Plan" means any employee pension benefit plan as defined in Section 3(2) of ERISA (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which any Borrower or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Permitted Debt" means any of the following:

(a) any Debt under the Loan Documents (including (i) any refinancing, replacement or extension thereof incurred by a Loan Party under the Loan Documents or (ii) any Debt incurred in connection with Section 2.16);

(b) Subordinated Debt;

(c) Debt in respect of any Hedging Agreement entered into in the ordinary course of business for purposes of reducing risk related to interest rates and/or currencies and not entered into for speculative purposes, but only to the extent such Debt is provided by an Approved Hedge Provider (including any Hedging Agreement required pursuant to or in compliance with Section 6.13); and

(d) at any time following the date on which the Tranche A Loans are repaid in full, any other secured or unsecured Debt of Concessoc and/or SETA solely if immediately prior to and after giving effect to the incurrence of such Debt (based on the financial statements and Compliance Certificate most recently delivered pursuant to Sections 6.01 and 6.02(a)): (i) the Net Consolidated Leverage Ratio is equal to or less than 4.5:1.0; (ii) the Debt Service Coverage Ratio is higher than 1.50:1.00, (iii) the Debt to Equity Ratio does not exceed 1.5:1.0; and (iv) the weighted average life to maturity of any Debt incurred under this clause (d) is greater than (x) the remaining weighted average life to maturity of the Tranche B Loans and (y) for any Debt incurred under this clause (d) in excess of US$125,000,000.00, the remaining weighted average life to maturity of Tranche C Loans.

"Permitted Liens" means any of the following:

(a) Liens created pursuant to any Loan Document;

(b) Liens existing as of the date hereof and set forth in Schedule VI.

(c) Liens securing (i) any Debt incurred pursuant to clause (c) of the definition of Permitted Debt, and (ii) Reference Hedging Agreements; *provided* that if such Liens will cover any Property not included in the Collateral, contemporaneously with the creation of such Liens, effective provision is made to secure the Loans and all Obligations equally and ratably with such Debt or other obligation (or, in the event that such Debt is subordinated in right of payment to the Loans, with priority to such Debt or other obligation) with a Lien on the same Properties securing such Debt or other obligation for so long as such Debt or other obligation is secured by such Lien;

(d) Liens for Taxes not yet due or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with the Applicable Accounting Principles;

(e) Liens imposed by law, including carriers,' warehousemen's, mechanics,' materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 180 days or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person;

(f) pledges or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation;

(g) Liens to secure the performance of bids, contracts and leases (other than Debt), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(h) easements, rights-of-way, restrictions and other similar encumbrances affecting real property which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person;

(i) Liens securing judgments for the payment of money not constituting an Event of Default under Section 8.01(j);

(k) Liens securing reimbursement obligations with respect to commercial letters of credit which encumber documents and other property relating to such commercial letters of credit and the products and proceeds thereof incurred in the ordinary course of business;

(l) Liens on Cash Equivalents or securities to secure obligations under treasury transactions or custodian agreements; and

(m) any Lien securing Debt representing the extension, refinancing, renewal or replacement (or successive extensions, refinancings, renewals or replacements) of Debt secured by Liens referred to in clauses (a) to (c) above; *provided* that the principal of the Debt secured thereby does not exceed the principal of the Debt secured thereby immediately prior to such extension, renewal or replacement, *plus* any accrued and unpaid interest or capitalized interest payable thereon, reasonable fees and expenses incurred in connection therewith, and the amount of any prepayment premium necessary to accomplish any refinancing; *provided, further*, that such extension, renewal or replacement shall be limited to all or a part of the Property (or interest therein) subject to the Lien so extended, renewed or replaced (*plus* improvements and construction of such Property).

"Permitted Management Services Agreement" means the management and services agreement to be entered between the Sponsor and SETA substantially in the form of Exhibit P.

"Permitted Uses" means (a) the use of the proceeds of the Term Loans by the TL Borrower to (i) finance (together with the proceeds from the Equity Contribution) the Acquisition (including the repayment and discharge in full the Acquired Companies Reference Debt together with all fees, prepayment premiums, accrued and unpaid interest and breakage costs and other costs and expenses owing thereunder that are due and payable (if any)), (ii) if applicable, to fund the Concessoc Debt Service Reserve Account and the Concessoc Periodic Expenses Reserve Account up to their applicable Required Balance and the Transition Reserve Account in an amount not to exceed the Transition Reserve Account Maximum Amount, and (iii) to pay fees, costs and expenses incurred in connection with the transactions contemplated by the Loan Documents and (b) the use of the proceeds of the DSRF Loans by any of the DSRF Borrowers to fund from time to time after the date hereof, any Debt Service due and payable by the TL Borrower under the Tranche A Facility, the Tranche B Facility and the Tranche C Facility; *provided* that, for the avoidance of the doubt, no proceeds from the Loans shall be used to make payments to any Person located in, or organized under the laws of France (or deposited into any account located in France), or to be applied, directly or indirectly, in France.

"Person" means any individual, corporation, company, voluntary association, partnership, limited liability company, joint venture, trust, unincorporated organization, Governmental Authority or other entity of whatever nature.

"Pesos" or "MXN" means the lawful currency of Mexico.

"Platform" has the meaning assigned to such term in Section 11.02(b)(iv).

"Pre-Funding Date" has the meaning assigned to such term in Section 2.02(d).

"Pro Forma Basis" means, as to any Person, for any events as described in clauses (a) and (b) below that occur subsequent to the commencement of a Calculation Period for which the financial effect of such events is being calculated, and giving effect to the events for which such calculation is being made, such calculation as will give pro forma effect to such events as if such events occurred on the first day of such Calculation Period ended on or before the occurrence of such event (the "Reference Period"):

(a) in making any determination of Consolidated EBITDA, EBITDA or revenue, pro forma effect shall be given to any permitted Disposition and to any permitted acquisition, in each case that occurred during the Reference Period; and

(b) in making any determination of Debt (including Debt incurred or assumed and for which the financial effect is being calculated, whether incurred under this Agreement or otherwise, but excluding normal fluctuations in revolving Debt incurred for working capital purposes), pro forma effect shall be given to any incurrence of Debt (including any Debt which is

deemed to have been incurred or assumed as a result of a permitted acquisition), and any repayment of Debt (including any Debt which is deemed to have been repaid as a result of a permitted Disposition), in each case that occurred during the Reference Period, other than Debt incurred or repaid under any revolving credit facility in the ordinary course of business for working capital purposes, and all such Debt shall be deemed to have been incurred or repaid at the beginning of such period.

All pro forma calculations made in connection with the Loan Documents shall be determined reasonably and in good faith by a Responsible Officer of the Borrower.

"Process Agent" has the meaning assigned to such term in Section 11.12(b).

"Property" means any right or interest in or to property of any kind whatsoever (including, without limitation, receivables), whether real, personal or mixed, and whether tangible or intangible, and whether now owned or existing or hereafter acquired or arising.

"Protected Party" means a Finance Party which is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Loan Document.

"Public Lender" has the meaning assigned to such term in Section 11.02(b)(iv).

"Purchase Price" has the meaning assigned to such term in the Share Purchase Agreement.

"Purchase Price Adjustment Amount" has the meaning has the meaning assigned to such term in Section 2.04(d).

"Recipient" means (a) the Administrative Agent, (b) any Lender and (c) any other recipient of any payment to be made by or on account of any obligation of any Loan Party hereunder or under any other Loan Document.

"Reference Hedging Agreements" means (a) the Hedging Agreements in form and substance reasonably satisfactory to the TL Borrower and identified in Schedule IV and (b) such other Hedging Agreements entered into by any Loan Party, from time to time, with an Approved Hedge Provider consistent with Section 6.13.

"Register" has the meaning assigned to such term in Section 11.07(d).

"Regulation T" means Regulation T of the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Regulation U" means Regulation U of the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Regulation X" means Regulation X of the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Reinvestment Plan" means with respect to any Expropriation Event described in Section 2.04(a), a plan delivered in accordance with Section 2.04(a)(i) for the reinvestment of any Net Cash Proceeds resulting from such Expropriation Event in the Target or any Loan Party, as applicable.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees and advisors of such Person and of such Person's Affiliates.

"Related Transaction" has the meaning assigned to such term in Section 11.23.

"Release" means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the environment or within or upon any building, structure, facility or fixture.

"Removal Effective Date" has the meaning assigned to such term in Section 9.06(b).

"Required Balance" means, as applicable, (a) the Concessoc Debt Service Reserve Account Required Balance; (b) the Concessoc Periodic Expenses Reserve Account Required Balance; (c) the SETA Debt Service Reserve Account Required Balance; and (d) the SETA Periodic Expenses Reserve Account Required Balance.

"Required Lenders" means, (a) as of any date of determination that there are no more than two (2) Lenders holding Loans and/or Commitments, all Lenders, and (b) as of any other time of determination, Lenders having an aggregate Applicable Percentage of more than 50.0%; *provided* that (i) the unused Commitments of, and the portion of the aggregate outstanding principal amount of Loans held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders and (ii) the unused Commitments of, and the portion of the aggregate outstanding principal amount of Loans held or deemed held by, any Lender that does not respond, within a period of ten (10) Business Days, to a request of a Loan Party to amend or waive any of the provisions of this Agreement shall be excluded for purposes of making a determination of Required Lenders.

"Reserve Accounts" means each of (a) the Concessoc Debt Service Reserve Account; (b) the Concessoc Periodic Expenses Reserve Account; (c) the SETA Debt Service Reserve Account; and (d) the SETA Periodic Expenses Reserve Account.

"Resignation Effective Date" has the meaning assigned to such term in Section 9.06(a).

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" means the chief executive officer, president, chief financial officer, treasurer, assistant treasurer, controller, manager or attorney-in-fact duly authorized on behalf of a Loan Party. Any document delivered to the Administrative Agent or any Lender pursuant to the terms hereof and that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been duly authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"Restricted Payment" means (a) any declaration or payment of any dividend or other distribution (whether in cash, securities or other Property) with respect to any Equity Interests of any Loan Party, (b) any payment (whether in cash, securities or other Property), including any sinking fund or similar deposit, on account of the purchase, redemption, defeasance, retirement, acquisition, cancellation or termination of any Equity Interest of any Loan Party, (c) any transfer of any amount to any Distribution Account, (d) any payment of principal of, interest on, any Subordinated Debt, including any fee or any other payment under, or in connection with any Subordinated Debt, but excluding the capitalization of interest payments or the payment of withholding taxes with respect to such interest payments, or (e) any other payment by any Loan Party to an Affiliate, including any payment in respect of compensation, management, advisory or other fees, bonuses or commissions; *provided, however*, that any such dividends, distributions or other payments described in the foregoing clauses (a) to (e), to the extent made solely to a Loan Party (other than to a Distribution Account), shall not constitute Restricted Payments for purposes of this Agreement.

"S&P" means Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies, Inc., and any successor thereto.

"Sanctioned Jurisdiction" means any country or territory that is itself the subject or target of any comprehensive Sanctions (as of the date of this Agreement, Cuba, Iran, North Korea, Syria, and the Crimea, the so-called Luhansk People's Republic, and the so-called Donetsk People's Republic regions of Ukraine, and the non-government controlled areas of Ukraine in the oblasts of Kherson and Zaporizhzhia)

"Sanctions" means economic or financial sanctions or trade embargoes implemented, administered or enforced by any Sanctions Authority.

"Sanctions Authority" means: (a) the United Nations Security Council; (b) any Governmental Authority of the United States of America (including the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State and the U.S. Department of Commerce); (c) any Governmental Authority of the European Union; (d) any Governmental Authority of Canada, (e) any Governmental Authority of Mexico; (f) any Governmental Authority of the United Kingdom, and (g) and any other relevant Governmental Authority with jurisdiction over the Loan Parties.

"Sanctions Target" means any Person that is the target of any Sanctions, including (a) any Person appearing on any list of sanctioned Persons maintained by any Sanctions Authority; (b) any Person located, organized, or resident in a Sanctioned Jurisdiction; or (c) any Person directly or indirectly owned fifty percent or more or controlled, individually or in the aggregate, by one or more Persons described in the foregoing clauses (a) and/or (b).

"Secured Creditors" means, collectively, (a) each Lender, (b) the Administrative Agent, (c) the Collateral Agent, (d) each other agent, co-agent or sub-agent appointed by the Administrative Agent or the Collateral Agent from time to time under this Agreement or the Intercreditor Agreement, and (e) the other Persons which are or are purported to be secured by the Collateral under the terms of the Security Documents.

"Security Documents" means each of the following:

(a) the Guaranty Trust Agreement;

(b) the Share Pledge Agreements;

(c) the Non-Possessory Pledge Agreement; and

(d) each of the other agreements, instruments or documents entered into by any Person that creates or purports to create a Lien in favor of the Collateral Agent for the benefit of the Secured Creditors.

"Security Trustee" means CIBanco, S.A., Institución de Banca Múltiple, in its capacity as trustee under the Guaranty Trust Agreement.

"Sellers" means, each of (a) Fintech Holdings, Inc., a Delaware corporation, (b) Bagual S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 10, rue Mathias Hardt, L- 1717 Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés Luxembourg*) under number B219977, (c) Grenadier S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 51, boulevard Grande Duchesse Charlotte, L-1331 Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés Luxembourg*) under number B219909, (d) Pequod S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 124, boulevard de la Pétrusse, L-2330 Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés Luxembourg*) under number B219910, (e) Harpoon S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 11-13, Boulevard de la Foire, L-1528 Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés Luxembourg*) under number B228590, and (f) Expanse S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 12, rue Jean Engling, L- 1466 Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés Luxembourg*) under number B240858.

"SETA" means Servicios de Tecnología Aeroportuaria, S.A. de C.V., a *sociedad anónima de capital variable* organized and existing under the laws of Mexico.

"SETA Acquired Shares" has the meaning set forth in the recitals.

"SETA/Aerodrome Acquired Shares" has the meaning set forth in the recitals.

"SETA Debt Service Reserve Account" means the account to be opened in accordance with Section 6.12(a) by the Security Trustee at HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC and designated as the "SETA Debt Service Reserve Account" pursuant to the terms of the Guaranty Trust Agreement, or (with the prior consent of the Administrative Agent acting upon instruction of the Required Lenders) any alternative account in substitution thereof; *provided* that such account is located in Mexico.

"SETA Debt Service Reserve Account Required Balance" means, subject to Section 6.12(b), as of any date of determination, the sum of (a) all scheduled payments in respect of interest on the Term Loans in respect of which SETA is a Borrower payable on such date of determination (or if such date is not an Interest Payment Date, on the Interest Payment Date immediately succeeding such date of determination, as the case may be) in accordance with the terms of this Agreement and the other Loan Documents, (b) without duplication, any net amounts payable or amounts received (as applicable) as of such date of determination (or if such date is not an Interest Payment Date, on the Interest Payment Date immediately succeeding such date of determination, as the case may be) under any Hedging Agreement entered into with respect to the Term Loans in respect of which SETA is a Borrower (other than payments made thereunder on account of interest on the Term Loans in respect of which SETA is a Borrower), and (c) all Commitment Fees and other fees, expenses, additional amounts payable under Section 3.04, and other amounts scheduled to be paid hereunder in respect of the Term Loans in respect of which SETA is a Borrower (excluding, for the avoidance of doubt any upfront fees) payable on such date of determination (or if such date is not an Interest Payment Date, on the Interest Payment Date immediately succeeding such date of determination, as the case may be).

"SETA DSRF Commitment" means, as to each SETA DSRF Lender, its obligation to make SETA DSRF Loans to SETA pursuant to Section 2.01(d), in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such SETA DSRF Lender's name on Schedule I or in the Assignment and Assumption pursuant to which such SETA DSRF Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"SETA DSRF Lender" means, at any time, any Lender that holds a SETA DSRF Loan at such time.

"SETA DSRF Loan" means an advance denominated in Pesos made by a DSRF Lender to SETA that bears interest at the TIIE Rate.

"SETA Guaranty Fee" has the meaning set forth in Section 6.18.

"SETA OPEX" means operating expenses of SETA incurred in the ordinary course of business including salaries and related social security contributions of SETA's personnel, insurance premiums, statutory auditor's fees, legal fees, other advisors' fees and cost incurred in the ordinary course by SETA in respect of accounting, regulatory requirements and any other support services necessary to maintain SETA in existence and in good standing and for the conduct of SETA's operation (including pursuant to the Permitted Management Services Agreement and the Intangible Assets License Agreement), but excluding all Taxes and extraordinary fees, costs and expenses in connection with the Acquisition and the transactions contemplated under the Loan Documents.

"SETA Owned B Shares" has the meaning set forth in the recitals.

"SETA Periodic Expenses Reserve Account" or "SETA PERA" means the account to be opened in accordance with Section 6.12(a) by the Security Trustee at HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC and designated as the "SETA Periodic Expenses Reserve Account" pursuant to the terms of the Guaranty Trust Agreement, or (with the prior consent of the Administrative Agent acting upon instruction of the Required Lenders) any alternative account in substitution thereof; *provided* that such account is located in Mexico.

"SETA Periodic Expenses Reserve Account Required Balance" means:

(a) for each calendar year, on each day during the period commencing on each Dividend Payment Date falling prior to May 31 of such calendar year and ending on May 31 of such calendar year, an amount sufficient to cover the SETA OPEX until the immediately following Dividend Payment Date and Debt Service on the Term Loans in respect of which SETA is the Borrower and the SETA DSRF Loans for the two immediately following Interest Payment Dates;

(b) for each calendar year, on each day during the period commencing on May 31 of such calendar year and ending on November 30 of such calendar year, an amount sufficient to cover the SETA OPEX until the immediately following Dividend Payment Date and Debt Service on the Term Loans in respect of which SETA is the Borrower and the SETA DSRF Loans for the immediately following Interest Payment Date; and

(c) for each calendar year, on each day during the period commencing on November 30 of such calendar year and ending on the Dividend Payment Date falling prior to May 31 of the immediately following calendar year, an amount sufficient to cover the SETA OPEX until the immediately following Dividend Payment Date

it being understood, that (i) the SETA OPEX and the determination of the SETA Periodic Expenses Reserve Account Required Balance shall be made solely by SETA, acting reasonably, based on pro forma projections of the SETA OPEX and TIIE (or the applicable Alternate Peso Rate or other reference interest rate) in effect from time to time, and (ii) solely for purposes of Section 7.06(b)(ii), the SETA Periodic Expenses Reserve Account Required Balance shall not be deemed to include any payments made under the Intangible License Assets Agreement pursuant to such Section 7.06(b)(ii).

"SETA Pesos Distribution Account" means an account in Pesos to be opened at a Mexican bank (*institucion de banca multiple*) acceptable to the Required Lenders and designated in writing by Concessoc as the SETA Pesos Distribution Account, or (with the prior consent of the Administrative Agent acting upon instruction of the Required Lenders) any alternative account in substitution thereof; *provided* that such account is located in Mexico.

"Share Pledge Agreements" means collectively (a) the Mexican Securities Law pledge agreement (*contrato de prenda bursátil sobre acciones*) over the (i) SETA Owned B Shares, and (ii) the Aerodrome Owned B Shares, and (b) the Mexican share pledge agreement (*contrato de prenda sobre acciones*) over the (i) SETA Acquired Shares, and (ii) the BB Shares of the Target, and (c) the Luxembourg law-governed share pledge agreement over the stock of Aerodrome Acquired Shares, dated on or about the Closing Date.

"Share Purchase Agreement" means that certain Share Purchase Agreement, dated as of July 31, 2022, by and between (a) the Sellers, in their capacity as sellers, (b) Concessoc, in its capacity as purchaser, (c) SETA, (d) Aerodrome, (e) Fintech Investments Ltd, as seller guarantor, and (f) the Sponsor, as purchaser guarantor, as amended pursuant to that certain first amendment to share purchase agreement, dated on or about December 7, 2022.

"SICT" means the Ministry of Infrastructure, Communications and Transportation (*Secretaría de Infraestructura, Comunicaciones y Transportes*) of Mexico.

"Solvent" means, with respect to any Person on any date of determination, that on such date: (a) the fair value of the Property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair saleable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature, (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital, (e) such Person is able to pay its debts and liabilities, contingent obligations and other commitments as they mature in the ordinary course of business, (f) such Person is not insolvent pursuant to Article 2166 of the Mexican Federal Civil Code (*Código Civil Federal*) or its correlative provisions of the Civil Codes of the States that comprise Mexico or that of the Federal District of Mexico or Articles 9, 10 and 11 of the Mexican Bankruptcy Law (*Ley de Concursos Mercantiles*) (or any successor provision), or (g) none of the events or conditions specified in Section 8.01(f) has occurred with respect to such Person. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"Specified Representations" means the representations and warranties contained in Sections 5.01, 5.03, 5.04, 5.07, 5.11, 5.13, 5.14, 5.19, 5.23, 5.24 and 5.25.

"Sponsor" means Vinci Airports S.A.S., a *société par actions simplifiée* organized and existing under the laws of France.

"Subordinated Debt" means any unsecured Debt incurred by the TL Borrower and provided by the Sponsor, which Debt is subordinated or junior in right of payment and liquidation to the Loans in accordance with the terms of one or more subordination agreements, entered into from time to time that are in form and substance reasonably acceptable to the Required Lenders.

"Subsidiary" means, with respect to any Person at any time, any corporation or other entity: (a) more than 50.0% of the Voting Equity Interests in which is owned or controlled, directly or indirectly, by such Person and/or by any Subsidiary of such Person or (b) which is otherwise Controlled, directly or indirectly, by such Person and/or by any Subsidiary of such Person in accordance with the Applicable Law of such Controlled Person's jurisdiction. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the applicable Borrower.

"Target" means Grupo Aeroportuario del Centro Norte, S.A.B. de C.V., a corporation (a *sociedad anónima bursátil de capital variable*) organized and existing under the laws of Mexico.

"Target Net Income" means for any period, the net income (or loss) of the Target and its Subsidiaries determined on a Consolidated basis for such period in accordance with Applicable Accounting Principles.

"Tax Credit" means a credit against, relief or remission for, or repayment of any Tax.

"Tax Deduction" means a deduction or withholding for or on account of Tax from a payment under a Loan Document, other than a FATCA Deduction.

"Tax Payment" means either the increase in a payment made by a Loan Party to a Finance Party under Section 3.04(b) or a payment under Section 3.04(c).

"Taxes" means all taxes, levies, imposts, duties, deductions, withholdings (including backup withholding and value-added tax), assessments, fees, or other charges of whatever nature imposed or collected by or on behalf of any Governmental Authority, irrespective of the manner in which they are collected or assessed, including any interest or penalties applicable thereto.

"TEG Calculation Agent" has the meaning assigned to such term in the preamble.

"TEG Letter" means the letter from the Administrative Agent provided to Concessoc pursuant to Section 2.08.

"Term Loans" means, collectively, (a) the Tranche A Loans, (b) the Tranche B Loans, and (c) the Tranche C Loans.

"TIIE Rate" means, for any Interest Period (which is composed by six (6) subsequent Compounding Periods), as determined by the Administrative Agent, a rate per annum as determined in accordance with the following formula: (a) the product of (i) 1 *plus* the MXN Floating Rate applicable to the first MXN Floating Reset Date of the relevant Interest Period *multiplied by* the actual number of calendar days in the first relevant Compounding Period *divided by* 360; and (ii) 1 *plus* the MXN Floating Rate applicable to the second MXN Floating Reset Date of the relevant Interest Period *multiplied by* the actual number of calendar days in the second relevant Compounding Period *divided by* 360; and (iii) 1 *plus* the MXN Floating Rate applicable to the third MXN Floating Reset Date of the relevant Interest Period *multiplied by* the actual number of calendar days in the third relevant Compounding Period *divided by* 360; and (iv) 1 *plus* the MXN Floating Rate applicable to the fourth MXN Floating Reset Date of the relevant Interest Period *multiplied by* the actual number of calendar days in the fourth relevant Compounding Period *divided by* 360; and

(v) 1 *plus* the MXN Floating Rate applicable to the fifth MXN Floating Reset Date of the relevant Interest Period *multiplied by* the actual number of calendar days in the fifth relevant Compounding Period *divided by* 360; and (vi) 1 *plus* the MXN Floating Rate applicable to the sixth MXN Floating Reset Date of the relevant Interest Period *multiplied by* the actual number of calendar days in the sixth relevant Compounding Period *divided by* 360; (b) *minus* 1, (c) *multiplied by* 360 and *divided by* the actual number of calendar days in the relevant Interest Period; *provided* that if the TIIE Rate as determined pursuant to the foregoing shall be less than zero, such rate shall be deemed zero for all purposes of this Agreement. For the purpose of this definition, "Compounding Period" shall mean each period from, and including, one MXN Floating Reset Date to, but excluding, the next following applicable MXN Floating Reset Date during the relevant Interest Period, except that (x) each initial Compounding Period will commence on, and include, the Closing Date and (y) each final Compounding Period will end on, but exclude, the Maturity Date for the corresponding tranche.

"TIIE Rate Loan" means a Loan that bears interest at the TIIE Rate.

"TL Borrower" has the meaning assigned to such term in the preamble.

"TL Facilities Availability Period" means the period commencing on the Closing Date and ending on the earlier of (a) the date on which the Tranche A Borrowing, the Tranche B Borrowing and the Tranche C Borrowing occur and (b) the date that is eight (8) calendar months after the date hereof.

"Tranche A and Tranche B Arrangers' Fee Letter" means the fee letter dated as of the date hereof, between each of HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC, and Scotiabank Inverlat S.A., Institución de Banca Múltiple Grupo Financiero Scotiabank Inverlat as Lead Arrangers for the Tranche A Facility and the Tranche B Facility, and the Borrower.

"Tranche A Borrowing" means a borrowing of Tranche A Loans made or to be made by the Borrower hereunder.

"Tranche A Commitment" means, as to each Tranche A Lender, its obligation to make Tranche A Loans to the Borrower pursuant to Section 2.01(a), in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Tranche A Lender's name on Schedule I or in the Assignment and Assumption pursuant to which such Tranche A Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement (including pursuant to Section 2.16).

"Tranche A Facility" means, at any time, the sum of (a) the aggregate amount of the Tranche A Commitments at such time and (b) the aggregate principal amount of the Tranche A Loans of all Tranche A Lenders outstanding at such time.

"Tranche A Lender" means, at any time, any Lender that holds a Tranche A Loan at such time.

"Tranche A Loan" means an advance denominated in Pesos made by any Tranche A Lender under the Tranche A Facility that bears interest at the TIIE Rate.

"Tranche A Maturity Date" means December 7, 2025; *provided* that, if such day is not a Business Day, Tranche A Maturity Date shall be the Business Day immediately preceding such day.

"Tranche B Borrowing" means a borrowing of Tranche B Loans made or to be made by the Borrower hereunder.

"Tranche B Commitment" means, as to each Tranche B Lender, its obligation to make Tranche B Loans to the Borrower pursuant to Section 2.01(b), in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Tranche B Lender's name on Schedule I or in the Assignment and Assumption pursuant to which such Tranche B Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement (including pursuant to Section 2.16).

"Tranche B Facility" means, at any time, the sum of (a) the aggregate amount of the Tranche B Commitments at such time and (b) the aggregate principal amount of the Tranche B Loans of all Tranche B Lenders outstanding at such time.

"Tranche B Lender" means, at any time, any Lender that holds a Tranche B Loan at such time.

"Tranche B Loan" means an advance denominated in Pesos made by any Tranche B Lender under the Tranche B Facility that bears interest at the TIIE Rate.

"Tranche B Maturity Date" means December 7, 2027; *provided* that, if such day is not a Business Day, Tranche B Maturity Date shall be the Business Day immediately preceding such day.

"Tranche C Arranger's Fee Letter" means the fee letter dated as of the date hereof, between Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa as Lead Arranger for the Tranche C Facility and the Borrower.

"Tranche C Borrowing" means a borrowing of Tranche C Loans made or to be made by the Borrower hereunder.

"Tranche C Commitment" means, as to each Tranche C Lender, its obligation to make Tranche C Loans to the Borrower pursuant to Section 2.01(c), in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Tranche C Lender's name on Schedule I or in the Assignment and Assumption pursuant to which such Tranche C Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement (including pursuant to Section 2.16).

"Tranche C Facility" means, at any time, the sum of (a) the aggregate amount of the Tranche C Commitments at such time and (b) the aggregate principal amount of the Tranche C Loans of all Tranche C Lenders outstanding at such time.

"Tranche C Lender" means, at any time, any Lender that holds a Tranche C Loan at such time.

"Tranche C Loan" means an advance denominated in Pesos made by any Tranche C Lender under the Tranche C Facility that bears interest at the TIIE Rate.

"Tranche C Maturity Date" means December 7, 2032; *provided* that, if such day is not a Business Day, Tranche C Maturity Date shall be the Business Day immediately preceding such day.

"Transactions" means, collectively, the execution, delivery and performance by the Loan Party and/or the other parties thereto, as applicable, of this Agreement and the other Loan Documents and the Acquisition Documents to which any such Person is a party, and the transactions contemplated hereby and thereby (including the application of the proceeds of the Loans pursuant to this Agreement).

"Transition Reserve Account" means the account to be opened by the TL Borrower at a Mexican bank (*institucion de banca multiple*) acceptable to the Required Lenders and designated in writing by the TL Borrower as the Transition Reserve Account, or (with the prior consent of the Administrative Agent acting upon instruction of the Required Lenders) any alternative account in substitution thereof; *provided* that such account is located in Mexico.

"Transition Reserve Account Maximum Amount" means an amount equal to MXN300,000,000.

"Trigger Event" means, any event or series of events whereby:

(a) the Sponsor ceases to, directly or indirectly,

(i) beneficially own more than 50.0%, on a fully diluted basis of the Equity Interest of Concessoc, or

(ii) beneficially own at least the number of BB Shares owned (directly or indirectly) by the Sponsor as of the date of Borrowing of the Term Loans as specified in Schedule V (if such ceasing to own such number of BB Shares was directly caused by a Disposition of any such BB Shares, the termination of the TSA by the Sponsor or a Loan Party or any other an action of the Sponsor or a Loan Party), or

(iii) except as set forth in clause (ii) above, beneficially own, directly or indirectly, BB Shares representing at least 7.65% of the Equity Interest of the Target, unless by no later than the date falling on the earlier of (x) 180 days after the date the Sponsor ceases to so own such number of BB Shares and (y) the date on which there is a change in the Target's dividend policy that impairs the Target's ability to pay dividends so as to permit the Loan Parties to timely comply with their obligations under the Loan Documents, the TL Borrower certifies in good faith to the Administrative Agent and, to the extent applicable, provides evidence in form and substance reasonably satisfactory thereof to the Administrative Agent, that the TL Borrower's direct and indirect ownership of shares of the Target together with any other ownership interests or contractual rights relating to the Target and its Subsidiaries, taken as a whole, effectively provide the TL Borrower with a degree of influence (de facto or de jure) over dividend amounts and frequency of payments and direction of the management and/or policies of the Target that are sufficient to maintain Target's dividend policy so as to permit the Loan Parties to timely comply with their obligations under the Loan Documents and sufficient to cause Target's operations and management to benefit from Sponsor's experience in owning and operating airports globally); or

(b) the Borrower ceases to, directly or indirectly,

(i) beneficially own more than or (x) 100.0% minus one share on a fully diluted basis of the Equity Interest of SETA, or (y) 100.0% on a fully diluted basis of the Equity Interest of Aerodrome (except as a result of the of Aerodrome Merger as permitted pursuant to Section 7.04(a)), or

(ii) Control (x) SETA, or (y) Aerodrome (except as a result of the of Aerodrome Merger as permitted pursuant to Section 7.04(a)).

"TSA" means the Technical Assistance and Transfer of Technology Agreement (*Contrato de Asistencia Técnica y Transferencia de Tecnología*) dated June 14, 2000 (as amended from time to time), by and among, inter alia, OMA and SETA, and any replacement agreement thereof.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended form time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"U.S." and "United States" mean the United States of America.

"USA PATRIOT Act" has the meaning assigned to such term in Section 11.22.

"VAT" means (a) any value added tax imposed under any Applicable Law of Mexico, (b) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112), and (c) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in clause (b) of this definition or imposed elsewhere.

"Voting Equity Interest" of a Person means the Equity Interest in such Person having power to vote for the election of directors or similar officials of such Person or otherwise voting with respect to actions of such Person (other than such Equity Interests having such power only by reason of the happening of a contingency).

"Vulture Fund" means any Person or solely primarily engaged in investing in distressed debt and/or non-performing loans. For purposes of this definition, "primarily engaged" shall include a Person that has, directly or indirectly, a portfolio of investments consisting of 66.6% or more of distressed debt and/or non-performing loans.

"Withholding Agent" means any Loan Party and the Administrative Agent.

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

1.02 Other Interpretive Provisions. (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) The words "hereof," "herein," "hereunder" and similar words refer to this Agreement as a whole and not to any particular provision of this Agreement, and any subsection, Section, Article, Annex, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(c) The term "documents" includes any and all documents, instruments, written agreements, certificates, indentures, notices and other writings, however evidenced (including electronically).

(d) The terms "including," "include" and "includes" shall be deemed to be followed by the phrase "without limitation."

(e) Unless otherwise specified, in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including," the words "to" and "until" each means "to but excluding," and the word "through" means "to and including."

(f) The terms "may" and "might" and similar terms used with respect to the taking of an action by any Person shall reflect that such action is optional and not required to be taken by such Person.

(g) Unless otherwise expressly provided herein: (i) references to agreements (including this Agreement) and other documents shall be deemed to include all subsequent amendments, amendments and restatements, supplements and other modifications thereto, but only to the extent that such amendments, amendments and restatements, supplements and other modifications are not prohibited by any Loan Document and (ii) references to any Applicable Law are to be construed as including all statutory and regulatory provisions or rules consolidating, amending, replacing, supplementing, interpreting or implementing such Applicable Law.

(h) References to any Person shall include such Person's successors and permitted assigns (and in the case of any Governmental Authority, any Person succeeding to such Governmental Authority's functions and capacities).

(i) The Loan Documents may use several different limitations, tests or measurements to regulate the same or similar matters. All such limitations, tests and measurements are cumulative and shall be performed in accordance with their terms.

(j) The Loan Documents are the result of negotiations among, and have been reviewed by, counsel to the Administrative Agent, the Lead Arrangers, the Loan Parties and the Lenders, and are the products of all such Persons. Accordingly, they shall not be construed against any Person merely because of any such Person's involvement in their preparation.

(k) Unless otherwise specified, all references herein to times of day shall be references to such time in New York, New York.

(l) Whenever any performance obligation hereunder or under any other Loan Document shall be stated to be due or required to be satisfied on a day other than a Business Day, such performance shall be made or satisfied on the immediately succeeding Business Day.

1.03 **Accounting Terms**.

(a) Generally. Unless otherwise specified, all accounting terms (including terms not specifically defined herein or therein) used in each Loan Document shall be interpreted, and all accounting determinations and computations thereunder (including under Sections 7.14) shall be made, in accordance with Applicable Accounting Principles.

(b) Changes in Applicable Accounting Principles. If at any time any change in Applicable Accounting Principles would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrower or the Required Lenders shall so request, the Administrative Agent, the Lenders and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in Applicable Accounting Principles (subject to the approval of the Required Lenders); *provided* that, until so amended: (A) such ratio or requirement shall continue to be computed in accordance with Applicable Accounting Principles prior to such change therein and (B) the Borrower shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in Applicable Accounting Principles.

1.04 **Currency Translation**. In this Agreement, whenever the equivalent amount in any currency of an amount in another currency is to be determined, such equivalent amount shall be determined: (a) if the equivalent amount of (x) Pesos is to be expressed in Dollars or Euros, as applicable, or (y) Dollars or Euros, as applicable, is to be expressed in Pesos, such amount shall be converted at the Conversion Rate for such date of determination

(or if amounts are calculated for a relevant period, the average Conversion Rate for such period), and (b) if the equivalent amount of any currency is to be expressed in another currency, as the amount of such second currency that could be purchased with such amount of the first currency at the prevailing foreign exchange spot rate specified by the Administrative Agent at the time of determination.

1.05 **French Terms**

Notwithstanding any other provision of this Agreement to the contrary, with respect to any" Loan Party organized and/or incorporated under the laws of France, a reference to:

(a) a "composition," "assignment" or "similar arrangement with any creditor" includes a *conciliation* or a *mandat ad hoc* under articles L. 611-3 et seq. of the French *Code de commerce*;

(b) a "constitutional documents" means the most recent *statuts* of the relevant entity;

(c) "control" has the meaning given in article L.233-3 of the French *Code de commerce*;

(d) a "director" includes a reference to a member of the board of directors (*conseil d'administration*), a member of a supervisory board (*comité de surveillance* or *conseil de surveillance*), an *administrateur*, a *gérant*, a member of a management board (*conseil de gérance*) or a member of a *directoire*;

(e) "gross negligence" means "faute lourde";

(f) a "lease" includes an *opération de crédit-bail*;

(g) a "liquidator," "receiver," "administrative receiver," "administrator," "trustee," "compulsory manager" or other similar officer includes an "administrateur judiciaire," "mandataire ad hoc," "conciliateur," "mandataire liquidateur" or any other person appointed as a result of any proceedings described in paragraphs (a) or (m);

(h) a "merger" includes any *fusion* implemented in accordance with articles L.236-1 to L.236-24 of the French *Code de commerce* and any *transmission universelle de patrimoine*;

(i) a Person being unable to pay its debts as they fall due includes that Person being in a state of *cessation des paiements* (within the meaning of article L. 631-1 of the French *Code de commerce*);

(j) "trustee," "fiduciary" and "fiduciary duty" has in each case the meaning given to that term under any Applicable Law;

(k) "willful misconduct" means "*dol"*; and

(l) a "winding-up," "administration" or "dissolution" includes a *redressement judiciaire*, a *cession totale de l'entreprise*, a *liquidation judiciaire*, *a sauvegarde*, or a *sauvegarde accélérée* under articles L. 620-1et of the French *Code de commerce*.

1.06 **Luxembourg Terms**

Notwithstanding any other provision of this Agreement to the contrary, in this Agreement where it relates to any of the Luxembourg Loan Parties which is organized and/or incorporated under the laws of Luxembourg, a reference to:

(a) a "receiver," "liquidator," "conservator," "trustee," "administrator," "custodian," "assignee for the benefit of creditors," "compulsory manager" or other similar officer includes without limitation a *juge délégué*, *commissaire*, *juge-commissaire*, *mandataire ad hoc*, *administrateur provisoire*, *liquidateur* or *curateur*;

(b) "liquidation," "bankruptcy," "insolvency," "reorganization," "moratorium" or any similar proceeding shall include without limitation (i) insolvency/bankruptcy (*faillite*) within the meaning of Articles 437 ff. of the Luxembourg Commercial Code, (ii) controlled management (*gestion contrôlée*) within the meaning of the grand ducal regulation of 24 May 1935 on controlled management, (iii) voluntary arrangement with creditors (*concordat préventif de la faillite*) within the meaning of the law of 14 April 1886 on arrangements to prevent insolvency, as amended, (iv) suspension of payments (*sursis de paiement*) within the meaning of Articles 593 ff. of the Luxembourg Commercial Code or (v) voluntary or compulsory winding-up pursuant to the law of 10 August 1915 on commercial companies, as amended, (vi) voluntary dissolution or liquidation (*dissolution ou liquidation volontaire*), (vii) judicial liquidation (*liquidation judiciaire*), or similar laws affecting the rights of creditors generally;

(c) a lien or security interest includes any *hypothèque*, *nantissement*, *gage*, *privilège*, *sûreté réelle*, *droit de rétention*, and any type of security in rem (*sûreté réelle*) or agreement or arrangement having a similar effect and any transfer of title by way of security;

(d) a guaranty includes any guarantee which is independent from the debt to which it relates and excludes any suretyship (*cautionnement*) within the meaning of Articles 2011 et seq. of the Luxembourg Civil Code;

(e) a Person being unable to pay its debts includes that Person being in a state of cessation of payments (*cessation de paiements*) and having lost or meeting the criteria to lose its commercial creditworthiness (*ébranlement de crédit*);

(f) attachments or similar creditors process means an executory attachment (*saisie exécutoire*) or conservatory attachment (*saisie conservatoire*);

(g) a "set-off" includes (without limitation), for purposes of Luxembourg law, legal set-off;

(h) a board of managers includes the *conseil de gérance* and a manager includes a *gérant*;

(i) Organizational Documents includes its up-to-date (restated) articles of association (*statuts (coordonnés)*);

(j) shares or Equity Interests include *parts sociales*;

(k) an agent includes, without limitation, a *mandataire*; and

(l) gross negligence is a reference to *faute lourde* and willful misconduct is a reference to *faute dolosive*.

ARTICLE II

THE COMMITMENTS AND LOANS

2.01 **The Facilities**.

(a) Tranche A Facility. On the terms and subject to the conditions of this Agreement (including all applicable conditions set forth herein in Article IV), each Tranche A Lender severally agrees to make a Tranche A Loan to the TL Borrower in the form of a TIIE Rate Loan, in a single drawdown, during the TL Facilities Availability Period, in an aggregate principal amount for such Tranche A Lender not exceeding the amount of such Tranche A Lender's Tranche A Commitment. Amounts borrowed under this Section 2.01(a) and repaid or prepaid may not be reborrowed. After the making of the Tranche A Loans, the Tranche A Commitments shall automatically terminate.

(b) Tranche B Facility. On the terms and subject to the conditions of this Agreement (including all applicable conditions set forth herein in Article IV), each Tranche B Lender severally agrees to make a Tranche B Loan to the TL Borrower in the form of a TIIE Rate Loan, in a single drawdown, during the TL Facilities Availability Period, in an aggregate principal amount for such Tranche B Lender not exceeding the amount of such Tranche B Lender's Tranche B Commitment. Amounts borrowed under this Section 2.01(b) and repaid or prepaid may not be reborrowed. After the making of the Tranche B Loans, the Tranche B Commitments shall automatically terminate.

(c) Tranche C Facility. On the terms and subject to the conditions of this Agreement (including all applicable conditions set forth herein in Article IV), each Tranche C Lender severally agrees to make a Tranche C Loan to the TL Borrower in the form of a TIIE Rate Loan, in a single drawdown, during the TL Facilities Availability Period, in an aggregate principal amount for such Tranche C Lender not exceeding the amount of such Tranche C Lender's Tranche C Commitment. Amounts borrowed under this Section 2.01(c) and repaid or prepaid may not be reborrowed. After the making of the Tranche C Loans, the Tranche C Commitments shall automatically terminate.

(d) DSRF Facilities. On the terms and subject to the conditions of this Agreement (including all applicable conditions set forth herein in Article IV), (i) each Concessoc DSRF Lender severally agrees to make one or more Concessoc DSRF Loans to Concessoc and (ii) each SETA DSRF Lender severally agrees to make one or more SETA DSRF Loans to SETA, in each case, in the form of TIIE Rate Loans from time to time on any Business Day during the DSRF Availability Period, in an aggregate principal amount for each such DSRF Loan not to exceed at any time such DSRF Lender's unused DSRF Commitment at such time.

Each Borrowing of a DSRF Loan shall be in an aggregate minimum amount of MXN5,000,000 or an integral multiple of MXN1,000,000 in excess thereof and shall consist of DSRF Loans made simultaneously by the applicable DSRF Lenders ratably in accordance with their unused DSRF Commitments in effect from time to time. Within the foregoing limits and subject to the terms and conditions set forth herein, each DSRF Borrower may borrow, prepay and reborrow the DSRF Loans.

(e) The Term Loans shall be disbursed simultaneously on the date the conditions precedent with respect to the Borrowing of such Term Loans set forth in Section 4.02 and Section 4.03 are satisfied (or waived in accordance with Section 11.04).

(f) For the avoidance of doubt, the Commitments of the Lenders are several (and not joint), and the failure of any Lender to make any Loan required to be made by it hereunder shall not relieve any other Lender of its obligations hereunder, and no Lender shall be responsible for any other Lender's failure to make Loans as and when required hereunder.

2.02 **Method of Borrowing; Funding of Borrowing**.

(a) To request the Borrowing of the Loans, the applicable Borrower shall give written notice (a "Notice of Borrowing") substantially in the form of Exhibit E hereto to the Administrative Agent of the proposed Borrowing not later than 11:00 a.m., two (2) Business Days (or such other shorter period as agreed between such Borrower and the Lenders) prior to the requested date of such Borrowing.

(b) The Notice of Borrowing delivered by the applicable Borrower shall specify: (i) for purposes of Borrowing the Term Loans, (A) the proposed date for such Borrowing (which shall be a Business Day), (B) the principal amount of the Tranche A Loans to be borrowed, which shall not be in excess of the Tranche A Commitments, (C) the principal amount of the Tranche B Loans to be borrowed, which shall not be in excess of the Tranche B Commitments, (D) the principal amount of the Tranche C Loans to be borrowed, which shall not be in excess of the Tranche C Commitments, and (E) an irrevocable instruction from the TL Borrower to the Administrative Agent to transfer the proceeds of the Borrowing of the Term Loans pursuant to, and in accordance with, a funds flow memorandum dated on or about the proposed date for such Borrowing, in form and substance acceptable to the Administrative Agent and (ii) for purposes of Borrowing the DSRF Loans, (A) the proposed DSRF Borrowing Date (which shall be a Business Day), (B) the principal amount of the DSRF Loans to be borrowed, which shall not be in excess of the DSRF Commitments, and (C) an irrevocable instruction to the Administrative Agent to transfer the proceeds of the Borrowing of the DSRF Loans into the Administrative Agent's Account, in form and substance acceptable to the Administrative Agent.

(c) The Notice of Borrowing shall be effective upon receipt by the Administrative Agent and shall be irrevocable and binding on the applicable Borrower.

(d) Following receipt of a Notice of Borrowing in accordance with the requirements of this Agreement, the Administrative Agent shall promptly (on the same day received)

notify each applicable Lender of the amount of its Applicable Percentage of the requested Borrowing. Each applicable Lender shall make the amount of its applicable Loan available to the Administrative Agent in immediately available funds at an account in Mexico specified by the Administrative Agent by (i) in the case of the Term Loans, 11:00 a.m. on the proposed date for such Tranche A Borrowing, Tranche B Borrowing and Tranche C Borrowing (the "Pre-Funding Date"), and (ii) in the case of the DSRF Loans, 11:00 a.m. Mexico time on the proposed DSRF Borrowing Date applicable to each DSRF Loan. Upon satisfaction of the conditions set forth in Section 4.01, 4.02 or 4.03, as applicable, the Administrative Agent shall remit all funds so received in like funds as received by the Administrative Agent by wire transfer of such funds to the Mexican bank account or accounts identified for such purpose by the applicable Borrower in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the applicable Borrower in the Notice of Borrowing.

(e) Promptly (and in any event within five (5) Business Days) after the determination of any interest rate provided for herein or any change therein, the Administrative Agent shall give notice thereof to the Lenders and to the applicable Borrower; *it being understood* that the Administrative Agent's failure to do so shall not affect any interest rate applicable hereunder.

2.03 Optional Prepayments. Any Borrower may (a) in the case of the Tranche A Loans, the Tranche B Loans and the DSRF Loans, at any time and (b) in the case of the Tranche C Loans, at or after the date that falls on the third (3rd) anniversary of the Closing Date, upon irrevocable written notice to the Administrative Agent, prepay the Loans in whole or in part; *provided* that (i) such notice must be received by the Administrative Agent not later than 11:00 a.m. three (3) Business Days prior to any the proposed date of prepayment, (ii) any prepayment of Tranche A Loans shall be in a minimum principal amount of MXN100,000,000 or a whole multiple of MXN5,000,000 in excess thereof or, if less, the entire principal amount thereof then outstanding, (iii) any prepayment of Tranche B Loans shall be in a minimum principal amount of MXN100,000,000 or a whole multiple of MXN5,000,000 in excess thereof or, if less, the entire principal amount thereof then outstanding, (iv) any prepayment of Tranche C Loans shall be in a minimum principal amount of MXN100,000,000 or a whole multiple of MXN5,000,000 in excess thereof or, if less, the entire principal amount thereof then outstanding, and (v) any prepayment of DSRF Loans shall be in a minimum principal amount of MXN5,000,000 or a whole multiple of MXN1,000,000 in excess thereof or, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date of such prepayment, the Loans that are being prepaid and the amount of such prepayment. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's ratable portion of such prepayment (based on such Lender's Applicable Percentage in respect of the relevant Facility). Each prepayment shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 3.03 (if applicable). Each prepayment of Loans pursuant to this Section 2.03 shall be applied to the applicable Loans as directed by the applicable Borrower in writing and in its sole discretion; *provided* that if no such direction is furnished, such prepayment shall be applied ratably to the Tranche A Facility, the Tranche B Facility, the Tranche C Facility and the DSRF Facility, and each such prepayment shall be paid to the applicable Lenders in accordance with their respective Applicable Percentages in respect of each of the relevant Facilities.

2.04 **Mandatory Prepayments**.

(a) Expropriation Event. Within five (5) Business Days after the receipt by any Loan Party of any Net Cash Proceeds from any Expropriation Event in excess of MXN300,000,000 individually or in the aggregate, such Loan Party shall prepay, on a pro rata basis, the outstanding principal amount of the Loans; *provided* that:

(i) (A) so long as no Default or Event of Default shall have occurred and be continuing and (B) upon written notice to the Administrative Agent prior to such five (5) Business Days term (which notice shall certify as to the matters set forth in clause (i)(A)), such Loan Party shall have the option to deliver a Reinvestment Plan to the Administrative Agent no later than thirty (30) days from the occurrence of the Expropriation Event;

(ii) if (A) such Reinvestment Plan is delivered to the Administrative Agent prior to the date referred to in clause (i), the Net Cash Proceeds shall not be required to be applied to prepay the Loans to the extent they are applied in accordance with such Reinvestment Plan within one-hundred and eighty (180) days after receipt of such Net Cash Proceeds; *provided, further,* that*,* if such Net Cash Proceeds are not applied in full in accordance with such Reinvestment Plan prior to the expiration of such 180-day period, the Loan Parties shall apply such Net Cash Proceeds, or the portion of such Net Cash Proceeds not so applied, to promptly (but in any event within two (2) Business Days immediately following the expiration of such 180-day period) prepay the outstanding principal amount of the Loans; and (B) within fifteen (15) calendar days of completing the implementation of such Reinvestment Plan, the Loan Parties shall deliver to the Administrative Agent a certificate signed by a Responsible Officer of the Loan Parties certifying to the Administrative Agent that all such Net Cash Proceeds were applied in accordance with the Reinvestment Plan delivered to the Administrative Agent pursuant to clause (i) above; and

(iii) if any Loan Party fails to deliver the notice specified in clause (i)(B) or the proposed Reinvestment Plan on the applicable dates specified above, such Loan Party shall apply such Net Cash Proceeds to immediately prepay the Loans.

(b) Casualty Event. Within five (5) Business Days after the receipt by any Loan Party of any Net Cash Proceeds from any Casualty Event in excess of MXN300,000,000 individually or in the aggregate, such Loan Party shall, prepay the outstanding principal amount of the Loans, in an amount equal to 100% of such Net Cash Proceeds; *provided* that (i) so long as no Default or Event of Default shall have occurred and be continuing and (ii) upon written notice to the Administrative Agent prior to such five (5) Business Days term (which notice shall certify as to the matters set forth in clause (i) above), such Loan Party shall have the option to, within one-hundred and eighty (180) days of receipt thereof, (x) invest such Net Cash Proceeds in long-term productive assets of the general type used in the business of the Target or (y) to repair, replace or restore Property affected by such Casualty Event; *provided, further*, that to the extent such Net Cash Proceeds have not been so reinvested prior to the expiration of such 180-day period, such Loan Party shall promptly (but in any event

within two (2) Business Days immediately following the expiration of such 180-day period) prepay the outstanding principal amount of the Loans in an amount equal to the lesser of (x) 100% of such Net Cash Proceeds that were intended to be reinvested during such 180-day period but were not reinvested and (y) the aggregate principal of, and interest on, the Loans then outstanding and other amounts outstanding under the Loan Documents. If any Loan Party fails to deliver the notice specified in clause (ii) on the applicable date specified above, such Loan Party shall apply such Net Cash Proceeds to immediately prepay the Loans.

(c) Indemnification Event. Within five (5) Business Days after the receipt by any Loan Party of (i) any indemnity payment or other payment distribution under the Acquisition Documents (other than any payments described in Section 2.04(d)) or (ii) any distribution from the Target of any indemnity or extraordinary payment made to the Target or other payment distribution under any Concession Title made to the Target (each such payments described in clauses (c)(i) and (c)(ii), whether in the form of indemnity payments, liquidated damages, penalties, awards, termination fees or otherwise, an "Indemnification Payment") such Loan Party shall prepay the Loans, in an amount equal to the lesser of (x) the aggregate amount of such Indemnification Payment, and (y) the aggregate principal of, and interest on, the Loans then outstanding and other amounts outstanding under the Loan Documents.

(d) Purchase Price Adjustment. On the date of, and substantially concurrently with, the receipt by any Loan Party of any payment in connection with any adjustment to the Purchase Price in accordance with the terms of the Acquisition Documents (the amount of any such adjustment, the "Purchase Price Adjustment Amount"), such Loan Party shall prepay the Loans, in an amount equal to the lesser of (i) the aggregate Purchase Price Adjustment Amount, and (ii) the aggregate principal of, and interest on, the Loans then outstanding and other amounts outstanding under the Loan Documents; *provided* that an amount not exceeding, individually or in the aggregate, fifty percent (50.0%) of such Purchase Price Adjustment Amount may, at the option of the Loan Parties be applied to make a Restricted Payment solely to the extent that at the time of making such Restricted Payment (A) no Default or Event of Default shall have occurred or be continuing would result therefrom, (B) there are no DSRF Loans outstanding under any DSRF Facility or, as the case may be, (x) each of the Concessoc Debt Service Reserve Account and the SETA Debt Service Reserve Account is fully funded up to its respective Required Balance, as applicable, and (y) each of the Concessoc Periodic Expenses Reserve Account and the SETA Periodic Expenses Reserve Account is fully funded up to its respective Required Balance, as applicable, (C) the Net Consolidated Leverage Ratio would not increase after giving effect to such Restricted Payment; *provided, further*, that such Restricted Payment shall not be permitted if at the time of such Restricted Payment or upon giving effect to such Restricted Payment the Net Consolidated Leverage Ratio exceeds 4.5 to 1.0, and (D) the Loan Parties would otherwise be permitted to make Restricted Payments in an amount at least equal to such Restricted Payment; *it being understood* that if any such Purchase Price Adjustment Amount is in excess of ten percent (10.0%) of the Purchase Price set forth in the Share Purchase Agreement as of the Closing Date the entirety of such Purchase Price Adjustment Amount received by any Loan Party shall be first applied to prepay the Term Loans on a pro rata basis.

(e) Equity Interest Sale. On the same date and substantially concurrently with the receipt by any Loan Party of any Net Cash Proceeds from any Equity Interest Sale of the type permitted pursuant to Section 7.10, such Loan Party shall prepay the Loans in an amount equal to the lesser of (i) the aggregate amount of such Net Cash Proceeds, and (ii) the aggregate principal of, and interest on, the Loans then outstanding and other amounts outstanding under the Loan Documents.

(f) Mandatory Prepayment and Cancellation in Relation to a Single Lender. If any Applicable Law in effect on the date hereof or any Change in Law shall make it unlawful for a Borrower to perform any of its obligations to any Lender as set forth in Section 3.04 or under any equivalent provision of any Loan Document, (i) the relevant Borrower or Lender shall promptly notify the Administrative Agent upon becoming aware of that event; and (ii) upon the Administrative Agent notifying such Lender (or such Lender notifying the Administrative Agent, as applicable), the applicable Borrower shall repay such Lender's Loans as specified in Section 3.04.

(g) Trigger Event. Not later than 30 days prior to the date on which a Trigger Event (or, if later, on the date on which any Borrower obtains actual knowledge of the expected occurrence of such transaction) (the "Reference Trigger Event") is expected to occur, the relevant Loan Party shall deliver to the Administrative Agent a notice addressed to the Administrative Agent and each Lender, (i) describing the circumstances which would give rise to the Reference Trigger Event, (ii) indicating the expected date of consummation of the Reference Trigger Event, (iii) referring to this Section 2.04(g), (iv) stating that the TL Borrower shall prepay the entire outstanding principal amount of the Loans held by each Lender requesting such prepayment in accordance with the following sentence, together with accrued and unpaid interest on such Loans to the date of prepayment and any amounts owing as provided in Section 2.04(h), if any. If (and only if) the Reference Trigger Event actually occurs, each Lender may, in its sole discretion, request the Loan Parties to prepay the Loans of such Lender, in which case the Loans of such Lenders requesting such prepayment shall become due and payable on the date of consummation of such Reference Trigger Event, and the relevant Borrower shall prepay on such date, without premium or penalty, the Loans of each such Lender together with accrued and unpaid interest on such Loans to the date of prepayment.

(h) Mandatory Prepayment Mechanics.

(i) The Borrower shall give the Administrative Agent immediate notice of the occurrence of any event requiring mandatory prepayment under this Section. Such notice must be received by the Administrative Agent not later than 11:00 a.m. on the date required to be delivered pursuant to clauses (a) through (g) above. Each such notice shall be irrevocable and binding on the Loan Parties and shall specify the applicable prepayment date, the amount of the Loans or portion thereof to be prepaid, the amount of accrued interest thereon and all other amounts in respect therewith then due and payable. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's Applicable Percentage in respect of such prepayment. Each prepayment pursuant to this Section 2.04 shall be accompanied by all accrued interest on the amount prepaid, and all other amounts in respect therewith then due and payable hereunder (including, without limitation, the payment of any amounts due and payable to the Administrative Agent) and any additional amounts required pursuant to Section 3.03.

(ii) Except as set forth in Section 2.04(d), each prepayment set forth in Section 2.04 shall be made (A) (x) *first*, to the prepayment on a pro rata basis of the DSRF Facilities or, as applicable, the replenishment of the Concessoc Debt Service Reserve Account or the SETA Debt Service Reserve Account (as applicable) up to their applicable Required Balance, which for all purposes of this Section 2.04 shall be deemed to be a prepayment of Debt, and (y) *second*, to the prepayment on a pro rata basis of the Term Loans; and (B) to the applicable Lenders in accordance with their respective Applicable Percentages in respect of each of the relevant Facilities.

(iii) Each prepayment pursuant to this Section 2.04 shall be applied to the Tranche C Loans in inverse order or maturity.

2.05 **Termination or Reduction of the Commitments**.

(a) Optional. Each Borrower may, upon at least three (3) Business Days' notice to the Administrative Agent, terminate in whole or permanently reduce in part the unused portion of the Tranche A Commitment, the Tranche B Commitment, the Tranche C Commitment or the DSRF Commitment (as applicable); *provided, however*, that each partial reduction of any Commitment shall (i) be in a minimum aggregate principal amount of MXN100,000,000 and multiples of MXN5,000,000 in excess thereof and (ii) be made ratably among the applicable Lenders in accordance with their Applicable Percentage with respect to the applicable Facility. Once terminated or cancelled, a Commitment may not be reinstated.

(b) Mandatory.

(i) Subject to Section 2.16, the Tranche A Commitment, the Tranche B Commitment and the Tranche C Commitment shall automatically terminate at 5:00 p.m., New York City time, on the earlier of (i) the last day of the TL Facilities Availability Period and (ii) the date of disbursement of the Term Loans.

(ii) The DSRF Commitment shall automatically terminate at 5:00 p.m., New York City time, on the last day of the DSRF Availability Period. In addition, the DSRF Commitments shall be automatically, permanently and ratably reduced on each date on which a prepayment of the Term Loans is actually made pursuant to Section 2.04 by multiplying the DSRF Commitments as of such date with a fraction (x) the numerator of which is the amount of Term Loans so prepaid and (y) the denominator of which is the aggregate amount of Term Loans outstanding prior to giving effect to such prepayment.

(c) Notice to Lenders. The Administrative Agent will promptly notify the applicable Lenders of any termination or reduction of the unused portion of the Commitments under this Section 2.05. Upon any reduction of the unused portion of the Commitments of the applicable Facility, the Commitment of each Lender under such Facility shall be reduced by such Lender's Applicable Percentage in respect of the applicable Facility. All accrued and unpaid fees in respect of the applicable Facility through the effective date of any termination or reduction of the Commitments shall be paid on the effective date of such termination or reduction.

2.06 **Repayment of Loans**.

(a) The TL Borrower shall repay to the Administrative Agent for the ratable benefit of the Tranche A Lenders the aggregate principal amount outstanding of all Tranche A Loans in one single installment on the Tranche A Maturity Date.

(b) The TL Borrower shall repay to the Administrative Agent for the ratable benefit of the Tranche B Lenders the aggregate principal amount outstanding of all Tranche B Loans in one single installment on the Tranche B Maturity Date.

(c) The TL Borrower shall repay to the Administrative Agent for the ratable benefit of the Tranche C Lenders on each of the dates and in the amounts set forth in Schedule II (which amounts shall be reduced as a result of the application of any prepayments in accordance with Section 2.03 and 2.04); *provided* that the final principal repayment installment of the Tranche C Loans shall be made on the Tranche C Maturity Date and, in no event, shall be less than the aggregate principal amount outstanding of all Tranche C Loans on such date.

(d) The aggregate principal amount outstanding of the Concessoc DSRF Loans shall be repaid as follows: (i) subject to and to the extent that Concessoc has (x) cash available to repay the Concessoc DSRF Loans, and (y) fully funded the Concessoc Periodic Expenses Reserve Account up to its Required Balance, Concessoc shall repay the principal amount of the Concessoc DSRF Loans within ten (10) Business Days after each Dividend Payment Date, and (ii) on the Maturity Date; *it being understood*, that failure by Concessoc to repay the Concessoc DSRF Loans prior to the Maturity Date solely as a result of Concessoc not having cash available to repay the Concessoc DSRF Loans as specified in clause (i) above shall not constitute a Default or Event of Default for purposes of this Agreement.

(e) The aggregate principal amount outstanding of the SETA DSRF Loans shall be repaid as follows: (i) subject to and to the extent that SETA has (x) cash available to repay the SETA DSRF Loans, and (y) fully funded the SETA Periodic Expenses Reserve Account and the Concessoc Periodic Expenses Reserve Account, in each case up to its Required Balance, SETA shall repay the principal amount of the SETA DSRF Loans on each Dividend Payment Date, and (ii) on the Maturity Date; *it being understood*, that failure by SETA to repay the SETA DSRF Loans prior to the Maturity Date solely as a result of SETA not having cash available to repay the SETA DSRF Loans as specified in clause (i) above shall not constitute a Default or Event of Default for purposes of this Agreement.

2.07 **Interest**.

(a) Subject to the provisions of clause (b) below: (i) each Tranche A Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the TIIE Rate for such Interest Period *plus* the Applicable Margin for Tranche A Loans; (ii) each Tranche B Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the TIIE Rate for such Interest Period *plus* the Applicable Margin for Tranche B Loans; (iii) each Tranche C Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the TIIE Rate for such Interest Period *plus* the Applicable Margin for Tranche C Loans; and (iv) each DSRF Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the TIIE Rate for such Interest Period *plus* the Applicable Margin for DSRF Loans.

(b) Notwithstanding the foregoing, upon the occurrence and during the continuation of any Event of Default, any overdue amounts shall bear interest payable on demand, for each day until paid, at an interest rate per annum equal to the Default Rate to the fullest extent permitted by Applicable Laws; and

(c) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(d) Accrued interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.08 Effective Global Rate (*Taux Effectif Global*). To comply with the provisions of articles L.314-1 to L.314-5, L. 341-49 and R.314-1 et seq. of the French *Code de la consommation* and article L.313-4 of the French *Code monétaire et financier*, Concessoc and each Lender and the TEG Calculation Agent agree and declare that the effective global rate (*taux effectif global*) calculated in accordance with such requirements of the French *Code de la consommation* and French *Code monétaire et financier* (the "TEG") for each Facility cannot be calculated for the total duration of this Agreement, primarily because of the floating rate of interest applicable to the Facilities and the uncertainty as to the amount to be effectively drawn from time to time under the Facilities. The TEG Calculation Agent shall provide a letter substantially in the form of Exhibit N (the "TEG Letter") containing an indicative calculation of the TEG of each Facility based on figured examples calculated on assumptions set out in that TEG Letter to Concessoc on the date of this Agreement. The parties acknowledge that each such TEG Letter (and, as applicable, the *Taux Effectif Global* letter referred to at (ix) of paragraph (f) of Section 2.16) forms or shall be deemed to form part of this Agreement.

2.09 **Fees**.

(a) Commitment Fee. SETA and Concessoc shall pay to the Administrative Agent, for the account of each Concessoc DSRF Lender and SETA DSRF Lender (as applicable) in accordance with its Applicable Percentage of the each DSRF Facility, as applicable, a fee (the "Commitment Fee") equal to 0.80% per annum, times the actual daily average amount (i) in the case of the Commitment Fee payable to the Concessoc DSRF Lenders, the aggregate unused portion of the Concessoc DSRF Commitments of such Concessoc DSRF Lenders and (ii) in the case of the Commitment Fee payable to the SETA DSRF Lenders, the aggregate unused portion of the SETA DSRF Commitments of such SETA DSRF Lenders. The Commitment Fee shall accrue at all times commencing on, and including, the earlier of (x) the date of Borrowing of the Term Loans and (y) the date that is three (3) Business Days from the date hereof and ending on, but excluding, the last day of the DSRF Availability Period, including at any time during which one or more of the conditions in Article IV is not met, and shall be due and payable in arrears on (x) each Interest Payment Date (whether or not a Borrowing of Loans has occurred) falling within the DSRF Availability Period; and (y) the last day of the DSRF Availability Period.

(b) Other Fees. The TL Borrower shall pay to the Lead Arrangers and the Administrative Agent for their own respective accounts fees in the amounts and at the times specified in the Fee Letters.

(c) Payment of Fees. All fees payable under the Loan Documents shall be paid on the dates due, in Pesos (or in Dollars as may be specified in the Fee Letters or other applicable Loan Document) in immediately available funds and shall not be subject to reduction by way of set-off or counterclaim. Fees paid under any Loan Document shall not be refundable or creditable under any circumstances.

2.10 Computation of Interest and Fees. All interest hereunder shall be computed on the basis of a year of 360 days, and in each case shall be payable for the actual number of days elapsed. The applicable TIIE Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error. Interest shall accrue on each Loan for the day on which such Loan is made (which, for the avoidance of doubt, shall be the Pre-Funding Date), and shall not accrue on a Loan, or any portion thereof, for the day on which such Loan or such portion is paid; *provided* that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.12(a), bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

2.11 **Notes**.

(a) The Loans made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and by the Administrative Agent in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive absent manifest error of the amount of the Loans made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall prevail in the absence of manifest error.

(b) In addition to such accounts or records, any Lender may request that Loans made by it be evidenced by a Note. In such event, the applicable Borrower shall prepare, execute and deliver to such Lender a Note payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered assigns). Thereafter, the Loans evidenced by such Note and interest thereon shall at all times (including after assignment pursuant to Section 11.07) be represented by one or more Notes payable to the order of the payee named therein.

(c) The Notes shall be delivered in Mexico (or in any other applicable jurisdiction) to each applicable Lender (i) with respect to the Term Loans on the date of the applicable Borrowing thereof and (ii) with respect to each DSRF Loans on the applicable DSRF Borrowing Date, in each case, appropriately completed and duly executed. The payment of any part of the principal of any such Note shall discharge the obligation of the applicable Borrower under this Agreement to pay principal of the Loan evidenced by such Note pro tanto, and the payment of any principal of a Loan in accordance with the terms hereof shall discharge the obligations of the applicable Borrower under the Note evidencing such Loan pro tanto. Notwithstanding the discharge in full of any Note, (i) if the amount paid or payable under any such Note (whether arising from the enforcement thereof in Mexico or any other applicable jurisdiction or otherwise) is less than the amount due and payable in accordance with this Agreement with respect to the Loan evidenced by such Note, to the fullest extent permitted under Applicable Law, each Borrower agrees to pay to the Administrative Agent upon demand such difference and (ii) if the amount paid or payable under any such Note (whether arising from the enforcement thereof in Mexico or any other applicable jurisdiction or otherwise) exceeds the amount due and payable in accordance with this Agreement with respect to the Loan evidenced by such Note, each Lender that has received any amounts under such Notes in excess of the amounts due to such Lender hereunder agrees, to the fullest extent permitted under Applicable Law, to return such excess to the applicable Borrower upon demand.

(d) Upon discharge of all obligations of a Borrower under a Loan evidenced by a Note, the Lender holding such Note shall cancel such Note and promptly return it to the applicable Borrower. Each Lender shall be entitled to have its Notes substituted, exchanged or subdivided for Notes of lesser denominations in connection with a permitted assignment of all or any portion of such Lender's Loans and Notes. The mutilation, loss, theft or destruction of a Note shall not imply or be deemed to constitute a cancellation of debt or of any other Obligation under or in respect of this Agreement or any Loan, even if any such event has occurred due to acts attributable to any of the Lenders or the Administrative Agent. If a Note is mutilated, the applicable Borrower shall issue and deliver a new Note of the same principal amount and maturity as the mutilated Note; *provided* that such mutilated Note shall be returned to the Borrower in exchange for the new Note. If a Note is lost, stolen or destroyed, the applicable Borrower shall, promptly upon the written request of the Administrative Agent, issue and deliver to the applicable Lender a new Note of the same principal amount and maturity as the lost, stolen or destroyed Note in exchange for a lost note affidavit without requiring any further action from such Lender that may be applicable according to the Applicable Law; *provided* that nothing herein shall limit in any way the rights of any Borrower to pursue the promissory note cancelation process set forth under Applicable Law, nor limit in any way any obligation of the applicable Lender to carry out any actions required from such Lender in connection with such process. All new and replaced Notes, if applicable, shall not be, and the parties hereby acknowledge and agree that they shall not be interpreted in any manner as duplicative of the stolen, lost or destroyed Note replaced hereunder.

(e) Upon the request of the Administrative Agent or the applicable Lender, the applicable Borrower shall, no later than ten (10) Business Days following the date of any such request, issue one or more new Notes to reflect any Person becoming a Guarantor pursuant to Section 6.15, in which case the Administrative Agent shall deliver to the Borrower the existing Notes in exchange for new Notes executed by the applicable Borrower, as issuer, and the then Guarantor(s), *por aval*, reflecting the then Guarantors, after giving effect to the Guaranty of such Guarantor (and, if applicable, each other Guarantor, after giving effect to the Guaranty of such other additional Guarantor).

(f) Without limitation of any other provision of this Section 2.11, if a Borrower is required (i) pursuant to the terms of this Agreement, (ii) upon the request of any Lender in connection with having such Lender's Note(s) governed by the laws of a different jurisdiction in which any Loan Party is organized (as selected by such Lender in its sole discretion), or (iii) as may be necessary to accurately reflect the terms of each of the Loans (including any Loan made in accordance with Section 2.16 or any amendment to the Loan Documents made in accordance with Section 11.04), to deliver a new Note or new Notes to one or more of the Lenders in exchange for existing Notes held by such Lenders, such delivery by the applicable Borrower shall be made promptly following the written request of any of the Lenders or the Administrative Agent (but no later than ten (10) Business Days after the delivery to the applicable Borrower of such request) in exchange for the existing Note or Notes (or a lost note affidavit) of such Lender (including through escrowed delivery to the Administrative Agent, counsel for the parties or otherwise as reasonably agreed) relating to the relevant Loans of such Lender; *provided* that the receipt of such replacement Note or Notes will constitute an acknowledgement and acceptance by such Lender or Lenders that the existing Note or Notes shall be null and void at the time of receipt of such replacement Note or Notes; *provided, further*, that (x) in no event shall the failure of a Borrower to deliver or a Lender to receive any such replacement Note limit or otherwise affect the obligations of such Borrower with respect to such Loan and (y) except as contemplated by Section 6.15 or in connection with any DSRF Loans (as applicable), no Loan Party shall be required to execute more than a single Note in respect of the specific Loan of a Lender evidenced thereby.

(g) In the event that any conflict arises between the provisions of this Agreement and the terms of any Note, the provisions of this Agreement shall govern.

2.12 **Payments Generally; Administrative Agent's Clawback**.

(a) General.

(i) All payments to be made by each Loan Party shall be made in immediately available funds without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by such Loan Party hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed. All payments shall be made in Pesos to the Administrative Agent's Account in Mexico in immediately available funds not later than 12:00 p.m. Mexico time on the date specified herein to the account of the Administrative Agent most recently determined by the Administrative Agent for such purpose. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's lending office. All payments received by the Administrative Agent after 12:00 p.m. Mexico time shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment under this Agreement is stated to be due on a day that is not a Business Day, then such date shall be extended to the next Business Day and such extension of time shall in such case be included in the computation of payment of interest and fees (as applicable); *provided* that, if such extension would cause payment of interest, fees or principal to be made in the next following calendar month, such payment shall be made on the next preceding Business Day.

(ii) Whenever any payment received by the Administrative Agent under this Agreement or any other Loan Document is insufficient to pay in full all amounts then due and payable to the Administrative Agent and the Lenders under this Agreement and the other Loan Documents, such payment shall be distributed by the Administrative Agent and applied by the Administrative Agent in the following order: first, to the payment of fees and expenses due and payable to the Administrative Agent and the Lead Arrangers under and in connection with this Agreement and the other Loan Documents; second, to the payment of Taxes and default interest then due and payable in respect of the Loans ratably in accordance with the amount of Taxes and default interest owed to each such Lender; third, to the payment of all expenses (other than Taxes covered by clause second above) due and payable under Section 11.03, ratably among the Lenders in accordance with the amount of such payments owed to each such Lender; fourth, to the payment of interest (other than default interest) then due and payable on the Loans ratably in accordance with the amount of interest owed to each such Lender; and fifth, to the payment of the principal amount of the Loans ratably among the Lenders in accordance with the amount owed to each such Lender. In the event of any conflict between the terms of the waterfall set forth in the Intercreditor Agreement and this Section 2.12(a), the terms of the Intercreditor Agreement shall govern.

(b) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of the applicable Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 and may, in reliance upon such assumption, make available to the applicable Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at the interest rate applicable to the Loans corresponding to such Borrowing. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(c) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the applicable Borrower prior to the time at which any payment is due to the Administrative Agent for the account of the applicable Lenders that such Borrower will not make such payment, the Administrative Agent may assume that such Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to such Lenders the amount due. In such event, if such Borrower has not in fact made such payment, then each of the applicable Lenders of the applicable Facility severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. A notice of the Administrative Agent to any Lender or a Borrower with respect to any amount owing under this clause (c) shall be conclusive, absent manifest error.

(d) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the applicable Borrower by the Administrative Agent because the conditions to the applicable Borrowing set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(e) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Loans and to make payments pursuant to Section 11.03(c) are several and not joint. The failure of any Lender to make any Loan or to make any payment under Section 11.03(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan or to make its payment under Section 11.03(c).

(f) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

2.13 Sharing of Payments by Lenders. Except as expressly set forth in this Agreement, any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal or interest on any of its Loans or other Obligations resulting in such Lender receiving payment of a proportion of the aggregate amount of its Loans and accrued interest thereon or other such Obligations greater than its ratable share thereof (according to its Applicable Percentage) then the Lender receiving such greater proportion shall: (a) notify the Administrative Agent of such fact and (b) purchase (for cash at face value) participations in the Loans of the other applicable Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the applicable Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other Obligations owing to them; *provided* that:

(a) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(b) the provisions of this Section 2.13 shall not be construed to apply to: (i) any payment made by or on behalf of a Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender) or (ii) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant, other than to a Borrower or any Subsidiary thereof.

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under Applicable Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation.

2.14 Rights of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by Applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held, and other obligations (in whatever currency) at any time owing, by such Lender or any such Affiliate, to or for the credit or the account of any other Loan Party against any and all of the obligations of such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Lender or its Affiliates, irrespective of whether or not such Lender or Affiliate shall have made any demand under this Agreement or any other Loan Document and although such obligations of such Loan Party may be contingent or unmatured or are owed to a branch, office or Affiliate of such Lender different from the branch, office or Affiliate holding such deposit or obligated on such indebtedness; *provided* that in the event that any Defaulting Lender shall exercise any such right of setoff: (a) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.15 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders and (b) such Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender and its Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender or its Affiliates may have. Each Lender agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application; *provided* that the failure to give such notice shall not affect the validity of such setoff and application.

2.15 **Defaulting Lenders**.

(a) Defaulting Lender Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by Applicable Law:

(i) such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of Required Lenders;

(ii) any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VIII or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 2.13 shall be

applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; second, as the Borrowers may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; third, if so determined by the Administrative Agent and the Borrowers, to be held in a non-interest bearing deposit account and released pro rata in order to satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement; fourth, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; fifth, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrowers as a result of any judgment of a court of competent jurisdiction obtained by the applicable Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and sixth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; *provided* that if (A) such payment is a payment of the principal amount of any Loans in respect of which such Defaulting Lender has not fully funded its appropriate share and (B) such Loans were made at a time when the conditions set forth in Sections 4.01, 4.02, and 4.03 (as applicable) were satisfied or waived, such payment shall be applied solely to pay the Loans of all Lenders that are not Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of such Defaulting Lender until such time as all Loans are held by the Lenders pro rata in accordance with their Applicable Percentages under the applicable Facility. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender pursuant to this clause (ii) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto; and

(iii) no Defaulting Lender shall be entitled to receive any Commitment Fee for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to such Defaulting Lender).

(b) Defaulting Lender Cure. If the Borrower and the Administrative Agent agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, such Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans to be held pro rata by the Lenders in accordance with their Applicable Percentages under the applicable Facility, whereupon such Lender will cease to be a Defaulting Lender; *provided* that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while such Lender was a Defaulting Lender; and *provided further* that, except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

2.16 **Increase in Commitments**.

(a) Request for Increase. Subject to Section 2.16(f), upon notice to the Administrative Agent (which shall promptly notify the Tranche A Lenders and/or the Tranche B Lenders and/or the Tranche C Lenders), the TL Borrower may request an increase in the Tranche A Commitments, the Tranche B Commitments or Tranche C Commitments (as applicable) by an amount not exceeding MXN4,000,000,000, the proceeds of which shall be used by the TL Borrower to acquire additional B Shares by an amount no to exceed MXN95.0 per additional B Share; *provided* that such request for an increase shall be in a minimum amount of MXN500,000,000. At the time of sending such notice, the TL Borrower (in consultation with the Administrative Agent) shall specify the time period within which each Tranche A Lender, Tranche B Lender or Tranche C Lender (as applicable) is requested to respond (which shall in no event be less than fifteen (15) Business Days from the date of delivery of such notice to the applicable Lender).

(b) Elections to Increase. Each Tranche A Lender, Tranche B Lender or Tranche C Lender (as applicable) shall notify the Administrative Agent within the time period specified in clause (a) whether or not it agrees to increase its Commitment and, if so, whether by an amount equal to, greater than or less than its Applicable Percentage of such requested increase. Any Tranche A Lender, Tranche B Lender or Tranche C Lender (as applicable) not responding within such time period shall be deemed to have declined to increase its applicable Commitment.

(c) Notification by Administrative Agent; Additional Lenders. The Administrative Agent shall notify the TL Borrower and each applicable Lender of the Lenders' responses to the request made hereunder. To achieve the full amount of a requested increase, the TL Borrower may also invite additional Persons (who shall meet the requirements of Eligible Assignees) to become a Lender pursuant to a joinder agreement in form and substance satisfactory to the Administrative Agent.

(d) Increase Effective Date and Allocations. If the Tranche A Commitments, Tranche B Commitments or the Tranche C Commitments are increased in accordance with this Section 2.16, upon receipt of the notification set forth in clause (c), the TL Borrower shall determine the effective date of the increase (the "Increase Effective Date") and the final allocation (which allocation shall prefer Lenders with outstanding Loans hereunder as of such Increase Effective Date solely up to each participating Lender's Applicable Percentage or its Loans as if such date, *it being understood* that if any of such Lenders decides not to participate in the proposed increase of the Commitments (in its sole discretion), its corresponding amount of such proposed increase may be allocated by the TL Borrower without any preference or limitation) of such increase in Commitments which shall be communicated promptly by the TL Borrower to the Administrative Agent. The Administrative Agent shall promptly and no later than three (3) Business Days after receiving the notice from the TL Borrower, notify the Lenders (including any Eligible Assignee, as applicable) of the final allocation of such increase in Commitments and the Increase Effective Date. If a Person that is not an existing Lender becomes a Lender in accordance with Section 2.16(c), the Administrative Agent shall promptly (i) execute and deliver a joinder agreement delivered with such Person and (ii) enter the name of such Person and the details of its Commitment in the Register. Each party to this Agreement (other than such Person) irrevocably authorizes the Administrative Agent to execute and duly

complete the joinder agreement on its behalf. As of the date of accession of such Person (A) such Person shall assume the rights and obligations of a Lender thereunder as if it had been an original party to this Agreement and (B) any reference in this Agreement or in any other Loan Document to Lenders shall be deemed to include such Person.

(e) Amendments to Credit Agreement. Commitments in respect of the increase pursuant to this Section 2.16 shall become Commitments in respect of the corresponding Facility under this Agreement pursuant to an amendment to Schedule I and other relevant provisions of this Agreement in form and substance satisfactory to the Administrative Agent (an "Incremental Amendment") to be entered into no later than the Increase Effective Date and, as appropriate, the other Loan Documents, duly executed and delivered by the Borrowers, each Lender agreeing to provide such Commitment, if any, each additional lender, if any, and the Administrative Agent. The Incremental Amendment may, without the consent of any Lenders not electing to participate in the increase in Commitments, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrowers, to effect the provisions of this Section 2.16, including, without limitation, amendments to reflect operational or administrative requirements of the Administrative Agent. The effectiveness of any Incremental Amendment (and the funding of incremental Commitments thereunder) shall be subject to the satisfaction on the date thereof of the conditions set forth in Section 2.16(f) below.

(f) Conditions to Effectiveness of Increase. As a condition precedent to such increase in Commitments, (i) the Administrative Agent shall have received a Notice of Borrowing in accordance with the terms of Section 2.02, but assuming that the references to the Closing Date are to the Increase Effective Date; (ii) a Responsible Officer of the TL Borrower shall deliver to the Administrative Agent a certificate dated as of the Increase Effective Date (in sufficient copies for each Lender) signed by a Responsible Officer certifying: (x) that all necessary Governmental Approvals approving or consenting to such increase in Commitments have been obtained and attaching a true, correct and complete copy thereof, (y) that before and after giving effect to such increase in Commitments (and the use of proceeds thereof), assuming a full drawing of all such increase in Commitments on the proposed Increase Effective Date, (A) the representations and warranties contained in Article V and the other Loan Documents are true and correct in all material respects (or in all respects if already qualified by materiality or Material Adverse Effect) on and as of the Increase Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects (or in all respects if already qualified by materiality or Material Adverse Effect) as of such earlier date and that the representations and warranties contained in Section 5.06 shall be deemed to refer to the most recent financial statements furnished to the Administrative Agent pursuant to Section 6.01, respectively, and (B) no Default or Event of Default has occurred and is continuing or would result after giving effect on a Pro Forma Basis to the Loans incurred pursuant to this Section 2.16, and (z) as to compliance with such the conditions specified in the following clause (iii) and (v); (iii) based on the financial statements and Compliance Certificate most recently delivered pursuant to Sections 6.01 and 6.02(a) and after given effect on a Pro Forma Basis to the incurrence of the Loans contemplated by this Section 2.16, (A) the Net Consolidated Leverage Ratio shall not increase; *provided* that this condition shall not be deemed to be met if the Net Consolidated Leverage Ratio is greater than 4.5:1.0, (B) the Debt Service Coverage Ratio shall be lower than 1.30:1.00; and (C) the Debt to Equity Ratio shall not exceed 1.0:1.5; (iv) on the Increase Effective Date, the Administrative Agent shall have received new Notes evidencing each Term Loans (after giving effect to the incremental Loans contemplated in this Section 2.16), for the benefit of the applicable Lenders, duly authorized, executed and delivered by the TL Borrower and *por aval* by each Guarantor; (v) since the date of the most recently delivered audited financial statements of the Borrower, there shall have been no event or circumstance (whether or not covered by insurance) which has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; (vi) the proceeds of the Loans contemplated hereunder shall be used by the TL Borrower to acquire additional B Shares at a price not to exceed

MXN95.0 per additional B Share; (vii) the relevant Loan Parties shall have either (x) contributed such additional B Shares to the Guaranty Trust Agreement, or (y) executed a new share pledge agreement in substantially the same terms as the Share Pledge Agreement, or modified the applicable Share Pledge Agreement to extend the Lien created thereby to cover the additional B Shares; (viii) the Administrative Agent shall have received customary legal opinions, board resolutions, corporate deliverables and officers' certificates consistent with those delivered on the Closing Date (and, to the extent the facility is to be secured by any Property or assets, such additional documents, instruments, legal opinions, lien searches and agreements as are customary in connection with the incurrence of senior secured credit facilities), (ix) the delivery of a *Taux Effectif Global* letter reflecting *mutatis mutandis* the terms of the TEG Letter, dated as at the date of the Incremental Amendment, duly executed and delivered by the parties thereto and (x) to the extent requested, the Lenders shall have received all documentation and other information required by regulatory authorities under applicable "know your customer" and Anti-Money Laundering Laws, including the USA PATRIOT Act, and (if applicable) a Beneficial Ownership Certification.

(g) This Section 2.16 shall supersede any provisions in Section 11.04 to the contrary.

ARTICLE III

YIELD PROTECTION, ILLEGALITY AND TAXES

3.01 **Increased Costs**.

(a) Increased Costs Generally.

(i) If any Change in Law shall:

(A) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement reflected in the TIIE Rate); or

(B) impose on any Lender or on its Lending Office any other condition, cost or expense affecting this Agreement or any Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender or its Lending Office of making, converting to, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan, or to reduce the amount of any sum received or receivable by such Lender or its Lending Office hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, the applicable Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or its Lending Office for such additional costs incurred or reduction suffered, subject to paragraph (ii) below.

(ii) Paragraph (i) above does not apply to the extent any increased cost is:

(A) attributable to a Tax Deduction required by Applicable Law to be made by a Loan Party;

(B) attributable to a FATCA Deduction required to be made by a party to this Agreement;

(C) compensated for by Section 3.04(c) (or would have been compensated for under Section 3.04(c) but was not so compensated solely because any of the exclusions in paragraph 3.04(b)(ii) of Section 3.04(c) applied); or

(D) attributable to the willful breach by the relevant Lender or its Lending Office of any law or regulation.

In this Section 3.01(a), a reference to a "Tax Deduction" has the same meaning given to that term in Section 3.04(a).

(b) Capital Requirements. If any Lender reasonably determines that any Change in Law affecting such Lender, its Lending Office or such Lender's holding company, if any, regarding capital requirements, has or would have the effect of reducing the rate of return on the capital of such Lender, its Lending Office or such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by such Lender to a level below that which such Lender, its Lending Office or such Lender's holding company could have achieved but for such Change in Law (taking into consideration the policies of such Lender, its Lending Office or such Lender's holding company with respect to capital adequacy), then from time to time the applicable Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender, its Lending Office or such Lender's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender setting forth in reasonable detail the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in clause (a) or (b) of this Section 3.01 and delivered to the applicable Borrower, shall be conclusive and binding upon such Borrower absent manifest error. The applicable Borrower shall pay such Lender the amount shown as due on any such certificate within ten (10) Business Days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; *provided* that no Borrower shall be required to compensate a Lender pursuant to this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender notifies such Borrower of the Change in Law giving rise to such increased costs or reductions, and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

3.02 Illegality. Notwithstanding any other provision of this Agreement, if any Applicable Law in effect on the date hereof or any Change in Law shall make it unlawful for any Tranche A Lender, any Tranche B Lender, any Tranche C Lender, any DSRF Lender or its Lending Office to honor its obligation to make or maintain its Loans hereunder, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, Pesos (and, in the opinion of such Lender, the designation of a different Lending Office would either not avoid such unlawfulness or would be disadvantageous to such Lender), or to determine or charge interest rates based upon the TIIE Rate, then such Lender shall promptly notify the applicable Borrower thereof (with a copy to the Administrative Agent) and, following which notice: (a) such Lender's Commitments (if still available) to make its Loans shall be suspended until such time as such Lender may again make and maintain its Loans or (b) to the extent necessary to comply with such Change in Law, such Lender's Loans shall be prepaid by the applicable Borrower, together with accrued and unpaid interest thereon, any amounts due under Section 3.03 and all other amounts payable to such Lender by such Borrower under the Loan Documents, on or before such date as shall be mandated by such Applicable Law or Change in Law (such prepayment not being shared with any Lenders not so affected).

3.03 Funding Losses. Each Borrower agrees to pay to the Administrative Agent for the account of each Lender, upon the request of such Lender through the Administrative Agent, such amount as shall be sufficient (in the reasonable opinion of such Lender) to compensate it for any loss, cost or expense (including any such actual loss, cost, premium, penalty or expense arising from, without duplication, (a) the liquidation or reemployment of funds obtained by such Lender to make, maintain or fund all or any part of its Loan, (b) "broken funding," or (c) fees payable to terminate the deposits from which such funds were obtained), together with customary administrative fees charged by such Lender in connection with the foregoing, that such Lender determines are attributable to:

(i) the payment of any principal of any Loan other than on an Interest Payment Date (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(ii) any failure by a Borrower for any reason (including the failure of any of the conditions precedent specified in Article IV to be satisfied) to make a requested borrowing of Loans hereunder on the date specified in a Notice of Borrowing; or

(iii) any failure by a Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan on the date or in the amount notified by such Borrower.

Each Lender shall furnish a notice to the applicable Borrower setting forth the basis and amount of each request by such Lender for compensation under this Section 3.03, which notice shall provide reasonable detail as to the calculation of such loss, cost or expense, and shall be conclusive and binding upon such Borrower in the absence of manifest error.

3.04 **Taxes**.

(a) Tax Gross-up.

(i) Each Loan Party shall make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by Applicable Law.

(ii) Any Borrower shall promptly upon becoming aware that a Loan Party must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Administrative Agent accordingly. Similarly, a Lender shall notify the Administrative Agent on becoming so aware in respect of a payment payable to that Lender. If the Administrative Agent receives such notification from a Lender it shall notify the applicable Borrower and that Loan Party.

(iii) If a Tax Deduction is required by Applicable Law to be made by a Loan Party, the amount of the payment due from that Loan Party shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

(iv) A payment shall not be increased under paragraph (iii) above by reason of a Tax Deduction on account of Tax imposed by France, if on the date on which the payment falls due:

(A) the payment could have been made to the relevant Lender without a Tax Deduction if the Lender had been a French Qualifying Lender, but on that date that Lender is not or has ceased to be a French Qualifying Lender other than as a result of any change after the date it became a Lender under this Agreement in (or in the interpretation, administration, or application of) any Applicable Law or double taxation agreement, or any published practice or published concession of any relevant taxing authority; or

(B) the relevant Lender is a French Treaty Lender and the Loan Party making the payment is able to demonstrate that the payment could have been made to the Lender without the Tax Deduction had that Lender complied with its obligations under paragraph (ix) below;

provided that the exclusion for changes after the date a Lender became a Lender under this Agreement in Section 3.04(a)(iv)(A) shall not apply in respect of any Tax Deduction on account of Tax imposed by France on a payment made to a Lender if such Tax Deduction is imposed solely because this payment is made to an account opened in the name of or for the benefit of that Lender in a financial institution situated in a Non-Cooperative Jurisdiction.

(v) A payment shall not be increased under paragraph (iii) above by reason of a Tax Deduction on account of Tax imposed by Mexico, if on the date on which the payment falls due:

(A) the payment could have been made to the relevant Lender without a Tax Deduction if the Lender had been a Mexican Qualifying Lender, but on that date that Lender is not or has ceased to be a Mexican Qualifying Lender other than as a result of any change after the date it became a Lender under this Agreement in (or in the interpretation, administration, or application of) any Applicable Law or double taxation agreement, or any published practice or published concession of any relevant taxing authority; or

(B) the relevant Lender is a Mexican Treaty Lender and the Loan Party making the payment is able to demonstrate that the payment could have been made to the Lender without the Tax Deduction had that Lender complied with its obligations under paragraph (ix) below.

(vi) A payment shall not be increased under paragraph (iii) above by reason of a Tax Deduction on account of Tax imposed by Luxembourg, if on the date on which the payment falls due:

(A) the payment could have been made to the relevant Lender without a Tax Deduction if the Lender had been a Luxembourg Qualifying Lender, but on that date that Lender is not or has ceased to be a Luxembourg Qualifying Lender other than as a result of any change after the date it became a Lender under this Agreement in (or in the interpretation, administration, or application of) any Applicable Law or double taxation agreement, or any published practice or published concession of any relevant taxing authority;

(B) such Tax Deduction is required by virtue of the so called Luxembourg Relibi Law dated 23 December 2005, as amended; or

(C) the relevant Lender is a Luxembourg Treaty Lender and the Loan Party making the payment is able to demonstrate that the payment could have been made to the Lender without the Tax Deduction had that Lender complied with its obligations under paragraph (ix) below.

(vii) If a Loan Party is required to make a Tax Deduction, that Loan Party shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by Applicable Law.

(viii) Within thirty (30) days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Loan Party making that Tax Deduction shall deliver to the Administrative Agent for the Finance Party entitled to the payment evidence reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant Governmental Authority.

(ix) A French Treaty Lender, a Luxembourg Treaty Lender or a Mexican Treaty Lender and each Loan Party which makes a payment to which that French Treaty Lender, Luxembourg Treaty Lender or Mexican Treaty Lender is entitled shall co-operate in completing any procedural formalities necessary for that Loan Party to obtain authorization to make that payment without a Tax Deduction.

(x) Where a Lender is not a French Treaty Lender, a Luxembourg Treaty Lender or a Mexican Treaty Lender, such Lender and each Loan Party which makes a payment to which that Lender is entitled shall co-operate in completing any procedural formalities necessary for that Loan Party to obtain authorization, if applicable, to make that payment at a reduced rate of withholding. In particular, such Lender shall deliver to the applicable Loan Party and the Administrative Agent, at the time or times reasonably requested by such Loan Party or the Administrative Agent, such properly completed and executed documentation reasonably requested by the applicable Borrower or the Administrative Agent as will permit the payments to be made at a reduced rate of withholding, if applicable.

(b) Tax Indemnity.

(i) The applicable Borrower shall (within three (3) Business Days of demand by the Administrative Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Loan Document.

(ii) Paragraph (i) above shall not apply:

(A) with respect to any Tax assessed on a Finance Party:

(1) under the law of the jurisdiction in which that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or

(2) under the law of the jurisdiction in which that Finance Party's Lending Office is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Finance Party; or

(B) to the extent a loss, liability or cost:

(1) is compensated for by an increased payment under Section 3.04(a);

(2) would have been compensated for by an increased payment under Section 3.04(a) but was not so compensated solely because one of the exclusions in Section 3.04(a)(iv) applied; or

(3) relates to a FATCA Deduction required to be made by a Party.

(iii) A Protected Party making or intending to make a claim under paragraph (i) above shall promptly notify the Administrative Agent of the event which will give, or has given, rise to the claim, following which the Administrative Agent shall notify the applicable Borrower.

(iv) A Protected Party shall, on receiving a payment from a Loan Party under this Section 3.04(b), notify the Administrative Agent.

(c) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within ten (10) days after demand thereof, against any loss, liability or cost which the Administrative Agent determines will be or has been (directly or indirectly) suffered for or on account of Tax by the Administrative Agent in connection with any Loan Document, but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such loss, liability or costs and without limiting the obligation of the Loan Parties to do so. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this clause (d).

(d) Tax Credit. If a Loan Party makes a Tax Payment and the relevant Finance Party determines that:

(i) a Tax Credit is attributable to an increased payment of which that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and

(ii) that Finance Party has obtained and utilized that Tax Credit,

the Finance Party shall pay an amount to the Loan Party which that Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Loan Party.

(e) Lender Status Confirmation.

(i) Each Lender which is not an original Lender shall indicate, in the documentation which it executes on becoming a party to this Agreement as a Lender, and for the benefit of the Administrative Agent and without liability to any Loan Party, which of the following categories it falls in: (A) in respect of a French Borrower (1) not a French Qualifying Lender; (2) a French Qualifying Lender (other than a French Treaty Lender); or (3) a French Treaty Lender; and in respect of a Mexican Borrower (1) not a Mexican Qualifying Lender; (2) a Mexican Qualifying Lender (other than a Mexican Treaty Lender); or (3) a Mexican Treaty Lender.

(ii) If a Lender fails to indicate its status in accordance with this Section 3.04(e) then such Lender shall be treated for the purposes of this Agreement (including by each Loan Party) as if it is not a French Qualifying Lender (in respect of a French Borrower) or as if it is not a Mexican Qualifying Lender (in respect of a Mexican Borrower) until such time as it notifies the Administrative Agent which category applies (and the Administrative Agent, upon receipt of such notification, shall inform the applicable Borrower). For the avoidance of doubt, the documentation which a Lender executes on becoming a party to this Agreement as a Lender shall not be invalidated by any failure of a Lender to comply with paragraphs (i) and (ii).

(iii) In respect of a French Borrower, a Lender shall also specify, in the documentation which it executes on becoming a party to this Agreement as a Lender, whether it is incorporated or acting through a Lending Office situated in a Non-Cooperative Jurisdiction. For the avoidance of doubt, the documentation which a Lender executes on becoming a party to this Agreement as a Lender shall not be invalidated by any failure of a Lender to comply with this paragraph (iii).

(iv) In respect of a Mexican Borrower, a Lender shall deliver, if applicable, to such Borrower, as soon as practicable upon written request by such Borrower, a copy of its *Cédula de Identificación Fiscal* issued by the *Servicio de Administración Tributaria*.

(v) Any Lender, if reasonably requested by a Loan Party or the Administrative Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by such Loan Party or the Administrative Agent as will enable such Loan Party or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the foregoing, the completion, execution and submission of such documentation shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expenses or would materially prejudice the legal or commercial position of such Lender.

(f) Stamp taxes. The applicable Borrower shall pay and, within three Business Days of demand, indemnify each Finance Party against any cost, loss or liability that Finance Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Loan Document.

(g) VAT.

(i) All amounts expressed to be payable under any Loan Document by any party to this Agreement to a Finance Party which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply and accordingly, subject to clause (ii) below, if VAT is or becomes chargeable on any supply made by any Finance Party to any party to this Agreement under a Loan Document and such Finance Party is required to account to the relevant Governmental Authority for the VAT, that party must pay to such Finance Party (in addition to and at the same time as paying any other consideration for such supply), an amount equal to the amount of the VAT (and such Finance Party shall promptly provide an appropriate VAT invoice to that party).

(ii) If VAT is or becomes chargeable on any supply made by any Finance Party (the "Supplier") to any other Finance Party (the "VAT Recipient") under a Loan Document and any party other than the VAT Recipient (the "Relevant Party") is required by the terms of any Loan Document to pay an amount equal to the consideration for that supply to the Supplier (rather than being required to reimburse or indemnify the VAT Recipient in respect of that consideration), then:

(A) if the Supplier is the Person required to account to the relevant Governmental Authority for the VAT, the Relevant Party must also pay to the Supplier (at the same time as paying that amount under a Loan Document) an additional amount equal to the amount of the VAT. The VAT Recipient must (where this clause (A) applies) promptly pay to the Relevant Party an amount equal to any credit or repayment the VAT Recipient receives from the relevant Governmental Authority which the VAT Recipient reasonably determines relates to the VAT chargeable on that supply; and

(B) if the VAT Recipient is the Person required to account to the relevant Governmental Authority for the VAT, the Relevant Party must promptly, following demand from the VAT Recipient, pay to the VAT Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the VAT Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.

(iii) Where a Loan Document requires any party to this Agreement to reimburse or indemnify a Finance Party for any cost or expense, such party shall reimburse or indemnify (as the case may be) such Finance Party, as applicable, for the full amount of such cost or expense, including such part thereof as represents VAT, except to the extent that such Finance Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant Governmental Authority.

(iv) Any reference in this Section 3.04(g) to a Finance Party or a party to this Agreement shall, at any time when the Finance Party or party to this Agreement is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member or "parent" of such group at such time (the term "representative member" and "parent" to have the same meaning as set forth in applicable legislation in any jurisdiction having implemented Council Directive 2006/112 EC on the common system of value added tax).

(v) In relation to any supply made by a Finance Party to any party to this Agreement under a Loan Document, if reasonably requested by such Finance Party, that party must promptly provide such Finance Party with details of that party's VAT registration and such other information as is reasonably requested in connection with such Finance Party's VAT reporting requirements in relation to such supply.

(h) FATCA information.

(i) Subject to paragraph (iii) below, each party to this Agreement shall, within ten Business Days of a reasonable request by another party:

(A) confirm to that other party whether it is:

(1) a FATCA Exempt Party; or

(2) not a FATCA Exempt Party;

(B) supply to that other party such forms, documentation and other information relating to its status under FATCA as that other party reasonably requests for the purposes of that other party's compliance with FATCA; and

(C) supply to that other party such forms, documentation and other information relating to its status as that other party reasonably requests for the purposes of that other party's compliance with any other law, regulation, or exchange of information regime.

(ii) If a party confirms to another party pursuant to paragraph (i)(A) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, that party shall notify that other party reasonably promptly.

(iii) Paragraph (i) above shall not oblige any Finance Party to do anything, and paragraph (i)(C) above shall not oblige any other party to do anything, which would or might in its reasonable opinion constitute a breach of:

(A) any law or regulation;

(B) any fiduciary duty; or

(C) any duty of confidentiality.

(iv) If a party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraph (i)(A) or (i)(B) above (including, for the avoidance of doubt, where paragraph (iii) above applies), then such party shall be treated for the purposes of the Loan Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the party in question provides the requested confirmation, forms, documentation or other information.

(i) FATCA Deduction.

(i) Each party to this Agreement may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

(ii) Each party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the party to whom it is making the payment and, in addition, shall notify the applicable Borrower and the Administrative Agent and the Administrative Agent shall notify the other Finance Parties.

(j) Certain Terms. Unless a contrary indication appears, in this Section 3.04 a reference to "determines" or "determined" means a determination made in the absolute discretion of the person making the determination.

3.05 Alternate Rate of Interest. If in connection with any request for a TIIE Rate Loan or a continuation thereof (a) the Administrative Agent determines that adequate and reasonable means do not exist for determining the TIIE Rate for any requested Interest Period with respect to a proposed TIIE Rate Loan (in each case with respect to clause (a) above, the "Impacted TIIE Rate Loans"), or (b) the Administrative Agent determines that for any reason the TIIE Rate for any Interest Period with respect to a proposed TIIE Rate Loan does not adequately and fairly reflect the cost to such Lenders of funding such TIIE Rate Loan, the Administrative Agent will promptly so notify the Borrower, each Tranche A Lender, each Tranche B Lender, each Tranche C Lender and each DSRF Lender. Thereafter, (x) the obligation of the Tranche A Lenders, the Tranche B Lenders, the Tranche C Lenders and the DSRF Lenders to make or maintain TIIE Rate Loans shall be suspended (to the extent of the affected TIIE Rate Loans or Interest Periods) and (y) the Impacted TIIE Rate Loans will bear interest at a rate equal to the sum of (A) the Alternate Peso Rate determined from time to time *plus* (B) the Applicable Margin for the Term Loans or DSRF Loans, as applicable, in each case until the Administrative Agent (upon the instruction of the Lenders holding more than 50.0% of the outstanding principal amount of the Loans and Commitments in respect of the Tranche A Facility, the Tranche B Facility, the Tranche C Facility or the DSRF Facility, as applicable) revokes such notice. Upon receipt of such notice, the Borrower shall be deemed to have revoked any pending request for a Borrowing of Term Loans or DSRF Loans, as applicable, or continuation of TIIE Rate Loans (to the extent of the affected TIIE Rate Loans or Interest Periods).

3.06 Mitigation; Replacement of Lenders.

(a) Each Finance Party shall, in consultation with the applicable Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to any of Section 3.01 or Section 3.04 or in any amount payable under a Loan Document by a Loan Party established in France becoming not deductible from that Loan Party's taxable income for French tax purposes by reason of that amount being (i) paid or accrued to a Finance Party incorporated, domiciled, established or acting through a Lending Office situated in a Non-Cooperative Jurisdiction or (ii) paid to an account opened in the name of or for the benefit of that Finance Party in a financial institution situated in a Non-Cooperative Jurisdiction, including (but not limited to) transferring its rights and obligations under the Loan Documents to another affiliate or Lending Office.

(b) Paragraph (a) above does not in any way limit the obligations of any Loan Party under the Loan Documents.

(c) If

(i) any Lender requests compensation under Section 3.01 or Section 3.04(b);

(ii) any sum payable to any Lender by a Loan Party is required to be increased under Section 3.04(a) or under an equivalent provision of any Loan Document; or

(iii) any amount payable to any Lender by a Loan Party under a Loan Document is not, or will not be (when the relevant corporate income tax is calculated) treated as a deductible charge or expense for French tax purposes for that Loan Party by reason of that amount being (i) paid or accrued to a Lender incorporated, domiciled, established or acting through a Lending Office situated in a Non-Cooperative Jurisdiction, or (ii) paid to an account opened in the name of or for the benefit of that Lender in a financial institution situated in a Non-Cooperative Jurisdiction;

and, in each case, such Lender has declined or is unable to designate another affiliate or a different Lending Office in accordance with clause (a) above or any Lender is a Defaulting Lender or a Non-Consenting Lender, then the applicable Borrower may, whilst the circumstance giving rise to the requirement for that compensation, increase or non-deductibility for French tax purposes continues, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 11.07), all of its interests, rights (other than its existing rights to payments pursuant to Sections 3.01 or 3.04) and obligations under this Agreement and the related Loan Documents to an assignee, which as regards (c)(ii) and (c)(iii) above shall be designated by the Borrower, that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); *provided* that:

(i) the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 11.07;

(ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.03) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(iii) in the case of any such assignment resulting from a requirement for payments to be made pursuant to Section 3.01 or 3.04, such assignment will result in a reduction in such payments thereafter;

(iv) such assignment does not conflict with Applicable Law; and

(v) in the case of any assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable assignee shall have consented to the applicable amendment, waiver or consent.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

ARTICLE IV

CONDITIONS PRECEDENT

4.01 Conditions Precedent to Closing Date. The occurrence of the Closing Date is subject to satisfaction (or waiver in accordance with Section 11.04) of the following conditions precedent, each in form and substance satisfactory to the Administrative Agent and each Lender:

(a) Loan Documents and Certain Certificates. The Administrative Agent shall have received the following documents, each of which shall be originals or PDF copies unless otherwise specified, each properly executed and delivered by a Responsible Officer of the signing Loan Party and the other applicable parties thereto:

(i) Agreement. This Agreement, duly executed and delivered by the parties hereto.

(ii) TEG Letter. The TEG Letter, duly executed and delivered by the parties thereto.

(iii) Corporate Documents. Copies of the Organizational Documents (dated less than fifteen (15) days as far as the Extrait K-Bis, Certificat de Non Faillite and Etat des Endettements are concerned) of the TL Borrower and of documents (in each case, certified, as true, correct and complete by a Responsible Officer of the TL Borrower) evidencing (A) the due authorization by it for the execution, delivery and performance by it of the Loan Documents to which it is a party at the Closing Date, the Borrowing of each Term Loan hereunder and the authority of the Persons signing the Loan Documents on its behalf, and (B) the granting in favor of the TL Borrower, of the necessary and sufficient powers of attorney to execute and deliver the Notes, this Agreement and each other Loan Document to which it is a party at the Closing Date (including, without limitation, a poder para suscribir títulos de crédito conforme al artículo 9 de la Ley General de Títulos y Operaciones de Crédito, and poder para actos de administración).

(iv) Officers' Certificate. A certificate from the TL Borrower dated as of the Closing Date signed by a Responsible Officer of the TL Borrower certifying as to the documents furnished pursuant to Section 4.01(a)(iii) and covering the authority, incumbency and specimen signatures of the individuals who have executed (or who will execute) the Loan Documents at the Closing Date and other documents contemplated hereby on behalf of such Loan Party at the Closing Date, and that such authority has not been modified, rescinded or amended and is in full force and effect.

(v) Fee Letters. Each Fee Letter, duly executed and delivered by the parties thereto.

(vi) Financial Statements. True, correct and complete copies of the Historical Financial Statements, and such financial statements shall be in form and substance reasonably satisfactory to the Administrative Agent and the Lenders.

(vii) Governmental Approvals; Third-Party Consents. (A) Copies of the Antitrust Approval and (B) a certification of a Responsible Officer of the TL Borrower, dated as of the Closing Date, to the effect that other than the Antitrust Approval, no other governmental, shareholder or third-party consents and approvals are necessary in connection with the execution, delivery and performance by the Loan Parties of the Loan Documents and the consummation of the Acquisition.

(viii) Legal Opinions. The following legal opinion, each dated as of the Closing Date, in the English language, addressed to the Administrative Agent and the Lenders:

(A) an opinion of Freshfields Bruckhaus Deringer LLP, special French counsel to the Loan Parties, substantially in the form of Exhibit K (and the Borrower has instructed such counsel to deliver such opinion to the Administrative Agent and the Lenders), as to the capacity, authority and choice of law regarding the entry of Concessoc into the Transactions concluded on the Closing Date and the performance of its obligations thereunder.

(b) Know-Your-Customer. The Administrative Agent and each Lender shall have received (to the extent requested no less than five (5) Business Days prior to the Closing Date) (i) all documentation and other information required by any Governmental Authority under applicable "know your customer" and Anti-Money Laundering Laws, rules and regulations, including the USA PATRIOT Act, and the Lenders shall have otherwise completed their due diligence investigation of the TL Borrower on terms satisfactory to the Lenders, and (ii) a Beneficial Ownership Certification.

(c) Process Agent Acceptance. The Administrative Agent shall have received evidence, in form and substance satisfactory to it, that (i) each Loan Party party to this Agreement as of the Closing Date has irrevocably appointed the Process Agent for a period commencing on the date hereof and ending one year after the Tranche C Maturity Date, (ii) the Process Agent has accepted such appointment, and (iii) all fees in connection therewith have been paid for the entire term of the appointment; and

4.02 Conditions Precedent to the Term Loans. The initial disbursement of the Term Loans is subject to satisfaction (or waiver in accordance with Section 11.04) of the following conditions precedent, each in form and substance satisfactory to the Administrative Agent and each Tranche A Lender, Tranche B Lender and Tranche C Lender, on or prior to the date of the proposed Borrowing of Term Loans set forth in the applicable Notice of Borrowing delivered pursuant to Section 2.02(b):

(a) Closing Date. The Closing Date shall have occurred.

(b) Loan Documents and Certain Certificates. The Administrative Agent shall have received the following documents, each of which shall be originals or PDF copies unless otherwise specified, each properly executed and delivered by a Responsible Officer of the signing Loan Party and the other applicable parties thereto:

(i) Notes. Each of the original Notes dated as of the date of the proposed Borrowing, duly authorized, executed and delivered by the TL Borrower, complying with the provisions of Section 2.11, each properly executed by a Responsible Officer of the TL Borrower, physically delivered to the Administrative Agent (or its counsel) in Mexico;

(ii) Solvency Certificate. A certificate from the TL Borrower, dated as of the date of such Borrowing, substantially in the form of Exhibit G, executed by a Responsible Officer of the TL Borrower, attesting as to the solvency of the TL Borrower (both immediately prior and after giving effect to the consummation of the Acquisition and the disbursement of the Loans);

(iii) Good Standing. Copy of a *Certificat de Non Faillite* of the TL Borrower dated less than seven (7) days from the date of the initial Borrowing of the Term Loans;

(iv) Officers' Certificate. A certificate from the TL Borrower dated as of the date of the Borrowing of the Term Loans signed by a Responsible Officer of the TL Borrower, substantially in the form of Exhibit F-1 hereto, (A) certifying as to, among other things, the matters set forth in Sections 4.01(a)(iii), (a)(vi), (vii), 4.02(f), (g), (h), (i), (j), and (k) (B) certifying as to the documents furnished pursuant to Section 4.01(a)(iii), and (C) covering the authority, incumbency and specimen signatures of the individuals who have executed (or who will execute) the Loan Documents and other documents contemplated hereby on behalf of such Loan Party, and that such authority has not been modified, rescinded or amended and is in full force and effect;

(v) Security Documents. Each of the Guaranty Trust Agreement, the Share Pledge Agreements and the Non-Possessory Pledge Agreement duly executed and delivered by the parties thereto; and

(vi) Acquired Companies Pay-Off Letter(s). True, correct and complete copy of each Acquired Companies Pay-Off Letter(s) duly executed and delivered by each creditors of the Acquired Companies or any agent thereof under the Acquired Companies Reference Debt, and the Borrowers shall have made arrangements in substance and form satisfactory to the Administrative Agent and the Lenders, so that substantially concurrently with the Borrowing of the Term Loans hereunder, (A) each and all obligations of the Acquired Companies arising out of or in connection with the Acquired Companies Reference Debt shall have been paid in full in accordance with the terms thereof, and the Acquired Companies Reference Debt shall have been terminated and (B) except for such actions permitted to be taken after the Closing Date pursuant to Section 6.10, all Liens in respect of any Property of any Acquired Company or any of its respective Subsidiaries created pursuant to or in connection with the Acquired Companies Reference Debt, shall have been released and discharged in full (or the filing for an application with any Governmental Authority required to effectuate or evidence such release and discharge shall have been duly completed with evidence thereof reasonably satisfactory to the Administrative Agent and the Lenders).

(c) Notice of Borrowing. The TL Borrower shall have delivered a Notice of Borrowing, in accordance with the requirements hereof.

(d) Legal Opinions. The following legal opinions, each dated as of the date of the proposed date of the Borrowing of the Term Loans, in the English language, addressed to the Administrative Agent and the Lenders:

(i) an opinion of Mayer Brown LLP, special New York counsel to the Loan Parties, substantially in the form of Exhibit H (and the Borrower has instructed such counsel to deliver such opinion to the Administrative Agent and the Lenders);

(ii) an opinion of Nader, Hayaux & Goebel, special Mexican counsel to the Loan Parties, substantially in the form of Exhibit I (and the Borrower has instructed such counsel to deliver such opinion to the Administrative Agent and the Lenders);

(iii) an opinion of Arendt & Medernach SA, special Luxembourg counsel to the Loan Parties, substantially in the form of Exhibit J (and the Borrower has instructed such counsel to deliver such opinion to the Administrative Agent and the Lenders);

(iv) an opinion of Freshfields Bruckhaus Deringer LLP, special French counsel to the Loan Parties regarding certain French regulatory matters, in the form previously agreed with the Administrative Agent and the Lenders (and the Borrower has instructed such counsel to deliver such opinion to the Administrative Agent and the Lenders);

(v) an opinion of Freshfields Bruckhaus Deringer LLP, special French counsel to the Loan Parties, substantially in the form of Exhibit K with such adjustments as are relevant for the transactions occurring on, and documents entered into, on the date of Borrowing of the Term Loans (and the Borrower has instructed such counsel to deliver such opinion to the Administrative Agent and the Lenders), as to the capacity, authority and choice or law regarding the entry of Concessoc into the Transactions concluded as of the date thereof and the performance of its obligations thereunder;

(vi) an opinion of Skadden, Arps, Slate, Meager & Flom LLP, special New York counsel to the Lenders; and

(vii) an opinion of Galicia Abogados, S.C., special Mexican counsel to the Lenders.

(e) Collateral.

(i) Except as otherwise provided by Section 5.13, all actions specified in the Security Documents for the Liens purported to be created pursuant to the terms of the Security Documents on or prior to the date of the Borrowing of the Term Loans shall have been taken so that such Liens shall be created as first priority Liens and perfected in accordance with the terms and conditions of the applicable Security Documents, subject to no other Liens; and

(ii) To the extent applicable, the Administrative Agent shall have received reports of Lien searches, which searches reveal no Liens on the Collateral (other than Permitted Liens).

(f) No Amendments to Acquisition Documents. The Lenders shall be satisfied with the Acquisition Documents, and with all other agreements, instruments and documents relating to the Transactions as at the date hereof. From the date of this Agreement until the date of the Borrowing of the Term Loans, the Acquisition Documents and such other agreements, instruments and documents relating to the Transactions shall not have been altered, amended or otherwise changed or supplemented or any provision waived or consented in a manner materially adverse to the Lenders without the prior written consent of the Lenders; *provided* that (x) any reduction in the Purchase Price shall not be deemed to be materially adverse to the Lenders to the extent such reduction in the Purchase Price is applied to mandatorily prepay the Loans (or reduce the Commitments), (y) any increase in the purchase price for the Acquisition shall not be deemed to be materially adverse to the Lenders, so long as such increase is funded with additional equity and (z) any amendment, waiver or other modification of the third-party beneficiary rights applicable to the Lenders shall be materially adverse to the interests of the Lenders.

(g) Acquisition Conditions.

(i) Upon the consummation of the Acquisition, the TL Borrower shall own, whether directly or indirectly, at least 29.9% of the outstanding Equity Interest of the Target.

(ii) The Administrative Agent shall have received evidence of the consummation of an Equity Contribution pursuant to documentation in form and substance satisfactory to the Administrative Agent and each Lender in aggregate amount of no less than 50.0% of the Purchase Price or such greater amount necessary to consummate the Acquisition; *it being understood*, that if the Purchase Price is greater than the sum of (A) the Equity Contribution described in this clause (g)(ii) and the aggregate amount of the Term Loans expected to be disbursed on the date of the Borrowing of the Term Loans (in accordance with the Notice of Borrowing described in clause (c)), the TL Borrower shall provide reasonably satisfactory evidence to the Administrative Agent that such difference will be contributed by the Sponsor to the TL Borrower on or prior to the date of the Borrowing of the Term Loans.

(iii) The Acquisition shall have been, or shall concurrently with the funding of the Term Loans be, consummated in accordance with the terms of the Acquisition Documents and in compliance with Applicable Law and regulatory approvals.

(h) Representations and Warranties. Each of the representations and warranties contained in Article V shall be (x) if such representation and warranty is qualified as to materiality or by reference to the existence of a Material Adverse Effect, true and correct as of the date hereof and as of the date of the proposed Borrowing, both immediately prior to the making of the Tranche A Loan, Tranche B Loan and Tranche C Loan and also after giving effect thereto and to the intended use of proceeds therefrom, as if made on and as of such date, or (y) if such representation and warranty is not so qualified, true and correct in all material respects as of the date hereof and as of the date of the proposed Borrowing, both immediately prior to the making of the Tranche A Loan, Tranche B Loan and Tranche C Loan and also after giving effect thereto and to the intended use of proceeds therefrom, as if made on and as of such date (except, in each case, in the event any such representation and warranty expressly relates to a given date or period, such representation and warranty shall be so true and correct as of the respective date or for the respective period, as the case may be).

(i) No Default. No Default or Event of Default shall exist or would result from the transactions contemplated by the Loan Documents (including the consummation of the Acquisition).

(j) No Material Adverse Effect. With respect to any Loan Party (other than the TL Borrower) or the Target, since the date of the annual audited financial statements most recently delivered to the Administrative Agent pursuant to Section 6.01(a) or with respect to the TL Borrower, since the date of its incorporation, no event, change, condition or circumstance shall have occurred that, individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect.

(k) Fees and Taxes. The Administrative Agent shall have received evidence (or evidence that any such payment will be made out of the Tranche A Loan, Tranche B Loan and Tranche C Loan proceeds disbursed on the date of such Borrowing) of payment of the fees and expenses then due and payable under Section 2.09 (including any fees and other amounts due under the Fee Letters), and Section 11.03 and, to the extent applicable, of the payment of any and all Taxes, including Mexican VAT, stamp taxes or similar taxes payable in connection with the execution, delivery and performance of this Agreement and the transactions contemplated hereby or by any other Loan Document (all of which fees, expenses and Taxes the Borrower authorizes the Administrative Agent to deduct from proceeds of the Term Loans).

(l) The shareholders of the Target shall have adopted resolutions ratifying the resolutions adopted on June 11, 2021, by means of a general ordinary shareholders' meeting of the Target (the "June 11 Shareholders' Meeting") and acknowledging that (i) SETA will pledge series BB shares representing the capital stock of the Target for securing the Loans, and (ii) the conversion rules and other rules with respect to the shares representing the capital stock of the Target that were approved in the June 11 Shareholders' Meeting are still valid and mandatory and will be applicable to the Loans and will no longer be applicable to the credit agreement described in the June 11 Shareholders' Meeting.

4.03 **Conditions Precedent for the DSRF Loans**. Each disbursement of the DSRF Loans is subject to satisfaction (or waiver in accordance with Section 11.04) of the following conditions precedent, each in form and substance satisfactory to the Administrative Agent and each DSRF Lender , on or prior to the date of the proposed Borrowing set forth in the applicable Notice of Borrowing delivered pursuant to Section 2.02(b):

(a) Closing Date. The Closing Date shall have occurred.

(b) Loan Documents. The Administrative Agent shall have received the following documents, each of which shall be originals or PDF copies unless otherwise specified, each properly executed and delivered by a Responsible Officer of the signing Loan Party and the other applicable parties thereto:

(i) Borrower Joinder Agreement. Solely in connection with the initial disbursement of the SETA DSRF Loans, the Borrower Joinder Agreement duly executed and delivered by a Responsible Officer of SETA and the other applicable parties thereto; and

(ii) Notes. Solely in connection with the initial disbursement of the Concessoc DSRF Loans and the SETA DSRF Loans, each of the original Notes dated as of the initial DSRF Borrowing Date applicable to such DSRF Loans, duly authorized, executed and delivered by the applicable DSRF Borrower, complying with the provisions of Section 2.11, each properly executed by a Responsible Officer of such Borrower, physically delivered to the Administrative Agent (or its counsel) in Mexico;

(c) Notice of Borrowing. The applicable DSRF Borrower shall have delivered a Notice of Borrowing, in accordance with the requirements hereof.

(d) Representations and Warranties. Each of the representations and warranties contained in Article V (except with respect to Section 5.08(b), but only with respect to clauses (a) and (e) of the definition of "Material Adverse Effect") shall be (x) if such representation and warranty is qualified as to materiality or by reference to the existence of a Material Adverse Effect, true and correct as of the date hereof and as of the date of the proposed Borrowing, both immediately prior to the making of each DSRF Loan and also after giving effect thereto and to

the intended use of proceeds therefrom, as if made on and as of such date, or (y) if such representation and warranty is not so qualified, true and correct in all material respects as of the date hereof and as of the date of the proposed Borrowing, both immediately prior to the making of each DSRF Loan and also after giving effect thereto and to the intended use of proceeds therefrom, as if made on and as of such date (except, in each case, in the event any such representation and warranty expressly relates to a given date or period, such representation and warranty shall be so true and correct as of the respective date or for the respective period, as the case may be).

(e) No Default. No Default or Event of Default, other than a Default or Event of Default resulting from the failure by the Loan Parties to comply with Sections 6.12 and/or 7.14), shall exist or would result from the funding of such DSRF Loans.

(f) Fees and Taxes. The Administrative Agent shall have received evidence (or evidence that any such payment will be made out of the DSRF Loan proceeds disbursed on the date of such Borrowing) of payment of the fees and expenses then due and payable under Section 2.09 (including any fees and other amounts due under the Fee Letters), and Section 11.03 and of any and all Taxes, including stamp taxes or similar taxes payable in connection with the execution, delivery and performance of this Agreement and the transactions contemplated hereby or by any other Loan Document (all of which fees, expenses and Taxes the Borrower authorizes the Administrative Agent to deduct from proceeds of the DSRF Loans).

4.04 **Satisfaction of Conditions Precedent**.

(a) Each Lender shall be deemed to have agreed to and accepted each document, and to have approved or accepted each other matter delivered or occurring pursuant to Section 4.01, Section 4.02 or Section 4.03 unless such Lender (before making the amount of its Loans available to the Administrative Agent) notifies the Administrative Agent in writing that it does not so agree with or accept such document or other matters.

(b) Each Notice of Borrowing submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in Section 4.01, Section 4.02 or Section 4.03 have been satisfied on and as of (i) the Closing Date, (ii) the date of any disbursement of the Term Loans and (iii) each DSRF Borrowing Date, respectively.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Each Loan Party represents and warrants to the Administrative Agent and each of the Lenders as of the date hereof, as of the Closing Date, as of each DSRF Borrowing Date (*provided* that, with respect to each DSRF Borrowing Date, Section 5.08(a) shall refer to the date of the financial statements most recently delivered to the Administrative Agent pursuant to Section 6.01(a)), and as of such other dates to the extent required by Section 2.16, as follows (for purposes of clarification, all references in this Article V to "Loan Parties" shall be understood to refer to the Persons that are Loan Parties at the time such representations and warranties are given pursuant to this Agreement):

5.01 Corporate Existence; Powers and Capitalization. Each Loan Party (a) is duly organized, validly existing and in good standing (if applicable) under the laws of its jurisdiction of organization or incorporation, (b) has all requisite corporate power and has all third-party approvals and Governmental Approvals, necessary to own or lease its Properties and carry on its business as now being or as proposed to be conducted, except where failure to have such Governmental Approvals or third-party approvals could not reasonably be expected to have a Material Adverse Effect, (c) is qualified to do business and is in good standing in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary, except where failure to so qualify could not reasonably be expected to have a Material Adverse Effect, (d) has full power, authority and legal right to execute, deliver and perform each of the Loan Documents to which it is a party and, with respect to the applicable Borrower, to borrow the Loans hereunder (including, without limitation, full power, authority and legal right to borrow the full amount of the Commitments) and to consummate all other transactions contemplated by the Loan Documents, (e) is in full compliance with its Organizational Documents, (f) is (x) in compliance with all applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions and (y) in compliance in all material respects with other Applicable Laws, except, solely with respect to such other Applicable Laws, where the failure to so comply, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, and (g) is in full compliance with all applicable shareholder and/or voting agreements and all contractual restrictions and obligations, except, solely in the case of this clause (g) where the failure to so comply, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

5.02 Equity Interests; Subsidiaries. No Loan Party has any Subsidiaries other than those specifically disclosed in Schedule V, and all of the outstanding Equity Interests in such Subsidiaries have been validly issued, are fully paid and non-assessable and are owned by the Persons and in the amounts specified in Schedule V free and clear of all Liens. No Loan Party has any equity investments in any other corporation, entity or other Person other than those specifically disclosed in Schedule V. All of the outstanding Equity Interests in the Loan Parties have been validly issued, are fully paid and non-assessable and, as of the date hereof and the Closing Date are owned in the amounts specified in Schedule V free and clear of all Liens. There are no outstanding rights, plans, options, warrants, calls, conversion rights or any obligations, agreements, arrangements or commitments of any character, either firm or conditional (including pursuant to uncapitalized capital contributions), obligating any Loan Party to issue, deliver or sell, or cause to be issued, delivered or sold, any Equity Interest or any securities exchangeable for, or convertible into, Equity Interest or obligating any Loan Party to grant, extend or enter into any such agreement, arrangement, requirement or commitment or providing for the right on the part of any shareholder to subscribe for such shares.

5.03 Authorization; Enforceability. Each Loan Party has the power and authority to execute, deliver and perform each of the Loan Documents to which it is a party, and each Borrower has the power and authority and legal right to borrow hereunder. Each Loan Party has taken all necessary action to authorize the execution, delivery and performance of each of the Loan Documents to which it is or will be a party and each Borrower has taken all necessary action to authorize the borrowing hereunder. This Agreement constitutes and each of the other Loan Documents and the Acquisition Documents to which any Loan Party is or will be a party when executed and delivered by the parties thereto will constitute a legal, valid and binding obligation of such Loan Party enforceable against such Loan Party in accordance with its terms, except as enforceability may be limited by Debtor Relief Laws.

5.04 **Governmental Approvals; No Conflicts; Etc.**

(a) All notices to and filings and registrations with any Governmental Authority, and all Governmental Approvals (including exchange control approvals) and all other third-party approvals, required in connection with the due execution, delivery and performance by each Loan Party of the Loan Documents to which it is a party, or in connection with the legality, validity or enforceability of any of the Loan Documents, have been obtained and are in full force and effect and true copies thereof have been provided to the Administrative Agent.

(b) No Governmental Approvals (including exchange control approvals) or other third-party approvals required to be obtained (A) by any Loan Party in connection with the due execution, delivery and performance by any such Person of the Loan Documents to which it is a party, or (B) in connection with the legality, validity or enforceability of any of the Loan Documents, are subject to any pending appeal, intervention or similar condition that may result in the modification or revocation thereof and to each Loan Party's knowledge, no event has occurred that could reasonably be expected to result in the modification, cancellation or revocation of any such Governmental Approval or other third-party approval.

(c) No consent or authorization of, or filing with, any Person (including, without limitation, any Governmental Authority) is necessary or required in connection with the execution, delivery or performance, or for the validity or enforceability in accordance with its terms, of any Acquisition Document or any transaction contemplated thereby except for consents, authorizations and filings which have been obtained or made and are in full force and effect.

(d) The execution, delivery and performance by each Loan Party of the Loan Documents and of the Acquisition Documents to which it is a party and of all other documents to be executed and delivered thereunder by it in connection therewith or with the Transactions (a) have been duly authorized by all necessary corporate action and do not contravene (i) its Organizational Documents, (ii) any Applicable Law, decree, judgment, award, injunction or similar legal restriction in effect or (iii) any agreement, document or other contractual restriction or obligation binding upon or affecting any Loan Party or any of the respective Properties of any of the foregoing, and (c) will not result in the creation or imposition of any Lien on any Property of any Loan Party (except for those created under the Security Documents in favor of the Secured Creditors). Each Loan Party is in compliance with all of its material obligations under all of its Debt.

5.05 **Legal Effect**.

(a) Except for the requirement to have non-Spanish language documents translated into Spanish for purposes of a proceeding under a Mexican court, and the notarization before a Mexican notary public of Mexican Security Documents, as applicable, to ensure the legality, validity, enforceability or admissibility into evidence in Mexico, France or Luxembourg of the Loan Documents, it is not necessary that the Loan Documents or any other document be filed or recorded with any Governmental Authority in Mexico, or executed or notarized before,

any court or other authority in Mexico, or that any registration charge or stamp or similar Tax be paid on or in respect of any Loan Document, or any other document relating to the matters covered by any Loan Document, unless such stamp or similar taxes have been paid by the Loan Parties.

(b) No fees or Taxes, including stamp, transaction, registration or similar taxes, are required to be paid for the legality, validity, or enforceability of this Agreement or any of the other Loan Documents (except for those paid or payable to the notary public in connection with the Security Documents). This Agreement and each other Loan Document will each be in proper legal form under the Laws of Mexico for the enforcement thereof in such jurisdiction without any further action by the Borrower, the Administrative Agent or any of the Lenders.

(c) Each Note qualifies as a credit instrument (*título de crédito*) under Mexican law and shall entitle the holder thereof to commence a commercial executory proceeding (*acción ejecutiva mercantil*) against the Borrower and each Guarantor in the Mexican competent courts.

5.06 **Litigation**. There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority now pending against or, to the knowledge of the Loan Parties, threatened against or affecting any Loan Party or any director, officer or employee thereof (a) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, could reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect or (b) that purport to affect the legality, validity or enforceability of this Agreement, any of the other Loan Documents, the Acquisition Documents or the Transactions, or seek to prevent or enjoin any of the Transactions.

5.07 **Financial Condition**.

(a) The Loan Parties have furnished to the Administrative Agent and the Lenders the Historical Financial Statements.

(b) The Historical Financial Statements: (i) were prepared in good faith in accordance with Applicable Accounting Principles consistently applied throughout the period covered thereby, other than with respect to mandatory changes required by Applicable Accounting Principles; (ii) fairly present the financial condition of the Loan Parties as of the date thereof and their results of operations for the period covered thereby in accordance with Applicable Accounting Principles consistently applied throughout the period covered thereby, other than with respect to mandatory changes required by Applicable Accounting Principles; and (iii) show all material indebtedness and other liabilities, direct or contingent, of the Loan Parties as of the date hereof and the Closing Date, including liabilities for taxes, material commitments and Debt.

(c) As of the date hereof and the Closing Date, the TL Borrower does not have any Properties or liabilities other than those arising from the Loan Documents and Acquisition Documents.

(d) As of the date hereof, the Closing Date and as of the any DSRF Borrowing Date, none of the Loan Parties has any material contingent liabilities, material liabilities for taxes, unusual forward or long-term commitments, or unrealized or anticipated losses from any unfavorable commitments, except as referred to or reflected or provided for in the foregoing financial statements (including the notes thereto).

5.08 **No Material Adverse Effect; No Default**.

(a) Since December 31, 2021, there has been no event, change, condition or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

(b) None of the Loan Parties is in default in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in any agreement or instrument to which it is a party, except where such default would not reasonably be expected to have a Material Adverse Effect.

(c) As of the Closing Date and the date of Borrowing of the Term Loans, no Default or Event of Default has occurred and is continuing or would result from the consummation of the Transactions or the funding of the Term Loans.

(d) As of the date of Borrowing of any DSRF Loans, no Default or Event of Default (other than a Default or Event of Default resulting from the failure by the Loan Parties to comply with Sections 6.12 and/or 7.14) has occurred and is continuing or would result from the consummation of the Transactions or the funding of the DSRF Loans.

5.09 **Compliance with Laws**. Each Loan Party is in compliance with all Applicable Laws, except when the failure to so comply would not reasonably be expected to have a Material Adverse Effect (other than any applicable Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws, as to which no qualification applies).

5.10 **Properties**.

(a) Except for Liens permitted by Section 7.02, each Loan Party: (i) has good and marketable title to all of its Property purported to be owned by it, free and clear of all Liens, and holds such title and all of such Property in its own name and not in the name of any nominee or other Person, (ii) is lawfully possessed of a valid and subsisting leasehold estate in and to all Property that it purports to lease, and holds such leaseholds in its own name and not in the name of any nominee or other Person, (iii) except as arising or permitted under the Loan Documents, has not created and is not contractually bound to create any Lien on or with respect to any of its Properties, and (iv) except under the Loan Documents, is not restricted by its Organizational Documents, contract, Applicable Law or otherwise from creating Liens on any Property.

(b) Each Loan Party owns, or is licensed to use, all trademarks, trade names, copyrights, patents and other intellectual property material to its business, and the use thereof by such Loan Party does not infringe upon the rights of any other Person.

5.11 **Investment Company Act; Margin Regulations**. None of the Loan Parties nor any Person Controlling any Loan Party is or is required to be registered as an "investment company" under the Investment Company Act of 1940, as amended.

5.12 **Environmental Matters**. Except with respect to any matters that, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, none of the Loan Parties (a) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (b) knows of any basis for any permit, license or other approval required under any Environmental Law to be revoked, canceled, limited, terminated, modified, appealed or otherwise challenged, (c) has or could reasonably be expected to become subject to any Environmental Liability, (d) has received notice of any claim, complaint, proceeding, investigation or inquiry with respect to any Environmental Liability (and no such claim, complaint, proceeding, investigation or inquiry is pending or, to the knowledge of the Loan Parties, is threatened or contemplated), or (e) knows of any facts, events or circumstances that could give rise to any basis for any Environmental Liability of such Loan Party.

5.13 **Collateral Matters; Liens**.

(a) The Security Documents provide the Collateral Agent (for the benefit of the Secured Creditors) with effective, valid, legally binding and enforceable first priority Liens on all of the Collateral. Pursuant to the Guaranty Trust Agreement, the Security Trustee thereunder is the legal owner of the trust assets (*patrimonio del fideicomiso*) for the benefit of the Collateral Agent, as first place beneficiary therein and for the purposes (*fines del fideicomiso*) set forth in the Guaranty Trust Agreement. The Collateral Agent's security interests described above will be, as of the Closing Date and as of each DSRF Borrowing Date, superior and prior to the rights of all third Persons now existing or hereafter arising whether by way of Lien, assignment or otherwise, subject only to Permitted Liens. All necessary action has and will have been taken as of the Closing Date and as of each DSRF Borrowing Date (except, with respect to the Guaranty Trust Agreement, as provided in paragraph (b) below), as applicable, under the Applicable Laws of Mexico, to establish and perfect the first priority rights of the Collateral Agent (on behalf of the Secured Creditors) in and to the Collateral under their respective Applicable Law.

(b) None of the Loan Parties has received any notice of any adverse claims by any Person in respect of its ownership or entitlement to the assets and rights assigned as Collateral, and the Collateral and the distribution of the proceeds resulting from the enforcement of the Security Documents shall be governed solely by the terms of the Security Documents and Applicable Law.

(c) As soon as reasonably practical, but in any event on or prior to the date that is five (5) Business Days after the Borrowing of the Term Loans, the Borrower shall or shall cause SETA to, deliver to the Administrative Agent, (i) the Guaranty Trust Agreement duly executed and delivered by the parties thereto with signatures ratified before a Notary Public in Mexico, (ii) evidence of the registration of the Guaranty Trust Agreement in the RUG, and (iii) evidence of the taking of all such other action as may be necessary (such as recordings, endorsements, annotations in the corporate books, corporate authorizations, filings and registrations), in the opinion of Mexican counsel to the Lenders, to perfect the Liens created thereby as first priority Liens, under the laws of Mexico, and there shall be no outstanding governmental filings against any of the Collateral covered by the Guaranty Trust Agreement, except as otherwise expressly permitted hereby and thereby.

5.14 **Solvency**. Upon giving effect to the execution and delivery of the Loan Documents by the parties hereto and thereto (as applicable) and the consummation of the Transactions on the Closing Date, each Loan Party is and will be Solvent.

5.15 **Taxes**.

(a) Each Loan Party has timely filed or caused to be filed all Tax returns, declarations, reports, estimates, information returns and statements and other information required to have been filed and have paid or caused to be paid all Taxes required to have been paid by them, except for Taxes that are being contested, except to the extent that the failure to do such filing or make such payment could not reasonably be expected to have a Material Adverse Effect.

(b) Except for Mexican withholding taxes on payments of interest on the Loans and fees, there are no Mexican Taxes imposed either (i) on or by virtue of the transactions contemplated by the Loan Documents, its enforcement or admissibility into evidence or (ii) on any payment to be made by a Mexican Borrower pursuant to any Loan Document.

(c) Any French Borrower is not required to make any Tax Deduction from any payment of interest it may make to a Lender which is a French Qualifying Lender.

5.16 **Insurance**. The properties of each Loan Party are insured with financially sound and reputable insurance companies not Affiliates of any such Person, in such amounts, with such deductibles and covering such risks as are customarily carried by companies engaged in a similar line of business and owing similar properties in localities where such Loan Party operates.

5.17 **Labor Matters**. There is no strike, slowdown or work stoppage or other labor disputes actually pending or, to the knowledge of the Loan Parties, threatened against or involving any Loan Party, and there are no representation proceedings pending with any Governmental Authority involving the employees of any Loan Party, except to the extent that such slowdown or work stoppage or other labor disputes or representation proceedings, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

5.18 **ERISA Compliance**. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, would reasonably be expected to result in a Material Adverse Effect.

5.19 **Ranking; Priority**. The obligations evidenced by each Loan Document constitute direct and unconditional general obligations of the Loan Parties, and rank in right of payment and otherwise at least pari passu with all other senior unsecured Debt of the Loan Parties.

5.20 **Commercial Activity; Absence of Immunity**. Each Loan Party is subject to civil and commercial law with respect to its obligations under the Loan Documents to which it is a party, and the execution, delivery and performance by it of such Loan Documents constitute private and commercial acts rather than public or governmental acts. None of the Loan Parties nor any of their respective Properties is entitled to immunity on the grounds of sovereignty or otherwise from the jurisdiction of any court or from any action, suit, set-off or proceeding, or service of process in connection therewith, arising under the Loan Documents.

5.21 **Reports; Disclosure**.

(a) The reports, financial statements, certificates or other written information furnished by or on behalf of any Loan Party to the Lenders in connection with the negotiation of this Agreement and the other Loan Documents or delivered hereunder or thereunder (as modified or supplemented by other information so furnished), taken as a whole, are true and correct in all material respects and do not omit to state any material fact necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, in each case on the date on which such information was furnished; *provided* that to the extent any such reports, financial statements, certificates or other written information was based upon or constitutes a forecast or projection, such Loan Party represents only that it acted in good faith and utilized assumptions that such Loan Party believed to be reasonable in the preparation of such reports, financial statements, reports or other written information.

(b) The Loan Parties have disclosed to the Administrative Agent and the Lenders all agreements, instruments and corporate or other restrictions to which the Loan Parties are subject, and all other matters known to each Loan Party that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

5.22 **Legal Form**. Each of the Loan Documents is (or upon its coming into effect will be) in proper legal form under its governing law for the enforcement thereof against the parties thereto under such laws.

5.23 **Use of Proceeds**.

(a) The proceeds of the Loans will be used solely as set forth in Section 6.08.

(b) No part of the proceeds of the Loans will be used for the purpose of "purchasing" or "carrying" any "margin stock" within the respective meanings of each of the quoted terms under Regulation U as now in effect or for any purpose which violates or is inconsistent with the provisions of Regulation U or Regulation X.

5.24 **Sanctions; Anti-Corruption; Anti-Money Laundering**.

(a) None of the Loan Parties, nor any of their respective shareholders, directors, officers, employees, Subsidiaries, agents or representative is a Sanctions Target.

(b) During the past five (5) years preceding the date of this Agreement, to the Loan Parties' knowledge, no notice, claim, investigation, audit or enforcement action has been made, filed, commenced or threatened against any of the Loan Parties alleging any violation under Anti-Corruption Laws, Sanctions or Anti-Money Laundering Laws.

(c) For the past five (5) years preceding the date of this Agreement, each of the Loan Parties and its directors, officers, and employees, and to the knowledge of such Loan Party, each of their respective Subsidiaries or agents has conducted its businesses in compliance with applicable Sanctions, Anti-Corruption Laws, and Anti-Money Laundering Laws, including but not limited to, where applicable, the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct

Terrorism Act of 2001 (USA PATRIOT Act), the Currency and Foreign Transactions Reporting Act of 1970, the U.S. Money Laundering Control Act of 1986, as amended, applicable Anti-Money Laundering Laws of Mexico (including the Federal Law for the Prevention and Identification of Operations Regarding Illicit Resources (*Ley Federal para la Prevención e Identificación de Operaciones con Recursos de Procedencia Ilícita*) and the anti-money laundering provisions of the Mexican Federal Penal Code (*Código Penal Federal*)) and the Proceeds of Crime (Money Laundering) and Terrorist Financing Act of Canada.

(d) The Target has instituted and maintains policies and procedures reasonably designed to promote and achieve continued compliance with applicable Sanctions, Anti-Corruption Laws, and Anti-Money Laundering Laws.

5.25 **Beneficial Ownership Certification**. As of the Closing Date and as of each DSRF Borrowing Date, the information included in the Beneficial Ownership Certification is true and correct in all material respects.

5.26 **Acquisition Documents**. The Loan Parties have delivered to the Administrative Agent and the Lenders true, complete and correct copies of the Acquisition Documents, including any amendments, supplements or modifications with respect thereto. Each of the Acquisition Documents has been validly authorized, executed and delivered by the Loan Parties and (to the knowledge of the Loan Parties) each party thereto and constitutes the valid and binding obligation of the Loan Parties and (to the knowledge of the Loan Parties) each other party thereto in accordance with the terms thereof. No event or circumstance, the occurrence of which would result in any of the Loan Parties having the ability to terminate its obligations under the Acquisition Documents or to decline to consummate the Acquisition, has occurred on or prior to the Closing Date.

5.27 **COMI**. The center of main interests (as that term is used in Article 3(1) of the Insolvency Regulation) of each Luxembourg Loan Party is situated in Luxembourg and such Luxembourg Loan Party has no "establishment" (as that term is used in Article 2(10) of the Insolvency Regulation) in any other jurisdiction.

5.28 **SETA Guaranty Fee**. SETA will receive valuable consideration under arm's length conditions for granting the Guaranty in terms of this Agreement and the corresponding Guarantor Joinder Agreement to be executed by SETA.

5.29 **Establishment**. Concessoc, as TL Borrower and DSRF Borrower, does not have, as of the date hereof, an establishment within the United Mexican States. For these purposes, an establishment shall mean: Any place of business through which the business of an enterprise is wholly or partly carried out.

ARTICLE VI

AFFIRMATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder or any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, the TL Borrower and, unless otherwise indicated, each other Loan Party shall:

6.01 Financial Statements. Deliver to the Administrative Agent (for further distribution to the Lenders), in form and detail satisfactory to the Administrative Agent:

(a) (i) as soon as available, but in any event within 120 days after (i) the end of each Fiscal Year of each Loan Party, annual audited unconsolidated financial statements of such Loan Party and (ii) the end of each Fiscal Year of the Target, annual audited Consolidated financial statements of the Target and its Consolidated Subsidiaries, in each case prepared in accordance with Applicable Accounting Principles, audited and accompanied by a report and opinion of an independent certified public accountant of nationally recognized standing, which report and opinion shall be prepared in accordance with generally accepted auditing standards; and

(b) as soon as available, but in any event within 60 days after (i) the end of each of the first three Fiscal Quarters of each Fiscal Year of each Loan Party, unaudited quarterly financial statements of such Loan Party and (ii) the end of each of the first three Fiscal Quarters of each Fiscal Year of the Target, unaudited quarterly financial statements of the Target, in each case certified by a Responsible Officer of such Loan Party and prepared in accordance with Applicable Accounting Principles, subject only to normal year-end audit adjustments.

6.02 Certificates; Other Information. Deliver to the Administrative Agent (for further distribution to the Lenders), in form and detail satisfactory to the Administrative Agent:

(a) concurrently with the delivery of the financial statements referred to in Section 6.01, a duly completed Compliance Certificate for the relevant Calculation Period signed by a Responsible Officer of the TL Borrower, (i) containing a computation of the covenant set forth in Section 7.14, as of the last day of the Fiscal Quarter or Fiscal Year, as applicable, of the financial statements with respect to which the Compliance Certificate is being delivered, (ii) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken by the TL Borrower with respect thereto and (iii) stating whether any change in Applicable Accounting Principles or in the application thereof has occurred since the date of the relevant financial statements referred to in clauses (a) and (b) of Section 6.01 and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate;

(b) promptly after any Loan Party obtains knowledge of any Default or Event of Default, a certificate of a Responsible Officer of such Loan Party setting forth the details thereof and the action(s) that is/are being taken or is/are proposed to be taken with respect thereto;

(c) promptly after any Loan Party obtains knowledge thereof, written notice of any litigation, claim, investigation, arbitration, other proceeding or controversy pending or, to its knowledge, threatened involving or affecting any Loan Party: (i) that could give rise to a Lien on any of its Properties, other than Permitted Liens, (ii) that could reasonably be expected to have a Material Adverse Effect or (iii) relating to any of the Loan Documents;

(d) promptly upon their becoming available, any regular and periodic reports and all registration statements and prospectuses filed by any of them with any Mexican securities exchange, including the *Comisión Nacional Bancaria y de Valores* and the *Bolsa Mexicana de Valores, S.A.B. de C.V.*, or any comparable foreign body, and any press releases and other statements made available generally by it to the public concerning material developments in the business of any Loan Party;

(e) no later than concurrently with the furnishing thereof to any creditor (or any trustee or representative on its behalf) (i) copies of all notices, requests and other documents received by any Loan Party under or pursuant to any Material Agreement regarding or related to (A) any material breach or default asserted by any party thereto or (B) the occurrence of any "event of default" thereunder, and (ii) copies of any amendment, amendment and restatement, supplement, modification, consent or waiver in respect of any Material Agreement;

(f) promptly after any Loan Party obtains knowledge thereof, written details of (i) any violation of Anti-Corruption Laws, and Anti-Money Laundering laws or Sanctions, by any Loan Party or any Property of any of the foregoing, or (ii) any material non-compliance with any other Applicable Law, including any Governmental Approval, or Environmental Law, by any Loan Party, or otherwise with respect to any Loan Party or any Property of any of the foregoing;

(g) promptly after the occurrence thereof, written notice of any material labor dispute involving any Loan Party;

(h) promptly after the occurrence thereof, written notice of any Expropriation Event, Casualty Event, Equity Interest Sale, receipt of Purchase Price Adjustment Amount or Indemnification Payment;

(i) written notice of any Trigger Event in accordance with Section 2.04(g);

(j) promptly after the occurrence thereof, written notice of any change to the auditor of any Loan Party;

(k) promptly after the occurrence thereof, written notice of any cancellation, non-renewal or adverse change in the terms, coverages or amounts of any material insurance policy of a Loan Party;

(l) in connection with the Aerodrome Merger, promptly after any Loan Party obtains knowledge of any impediment or obstacle to the consummation of the Aerodrome Merger, written notice describing the circumstances that gave rise to such impediment or obstacle and the action(s) that is/are being taken or is/are proposed to be taken with respect thereto; and

(m) from time to time such other information with respect to any Loan Party or the Loan Documents and/or the transactions contemplated hereby or thereby as any Lender (through the Administrative Agent) or the Administrative Agent may reasonably request, including any documentation or other evidence to enable such Lender or the Administrative Agent to carry out and be satisfied with the requirements of all applicable "know your customer" laws, regulations and codes of conduct.

6.03 **Corporate Existence; Power and Authority; Inspection; Books and Records**.

(a) (i) Preserve and maintain its legal existence, and (ii) satisfy customary corporate formalities, including, whenever applicable under Applicable Law, the holding of regular board of directors' and shareholders' meetings and the maintenance of corporate offices and records.

(b) Conduct its respective businesses in accordance with prudent industry practices of such Loan Party and with all Applicable Laws and Governmental Approvals, except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(c) Ensure that it has full power and authority to perform all of its Obligations under the Loan Documents in accordance with the terms thereof, and in the case of (i) each Borrower, to borrow the full amount available under this Agreement and to repay in full the principal of and (ii) each Guarantor, to guarantee the Obligations under the Loan Documents.

(d) Permit the representatives of any Lender or the Administrative Agent, during normal business hours, at the cost and expense of such Lender or the Administrative Agent upon not less than ten (10) Business Days' written notice to discuss its business and affairs with its officers, all to the extent permitted by Applicable Law and as reasonably requested by such Lender or the Administrative Agent; *provided* that (i) no Loan Party will be required to disclose information to such representatives of the Administrative Agent or the Lenders to the extent such disclosure is prohibited by Applicable Law and (ii) the as the Administrative Agent and Lenders shall use commercially reasonable efforts to coordinate examinations and inspections under this Section 6.03 in an effort to reduce the resulting burden on the Loan Parties.

(e) Maintain books and records that accurately reflect all assets and transactions in reasonable detail, and a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorization, (ii) transactions are recorded as necessary (a) to permit preparation of financial statements in conformity with Applicable Accounting Principles and (b) to maintain accountability for assets, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences..

6.04 **Compliance with Applicable Laws**.

(a) Comply (i) in all respects with all the requirements of Laws related to applicable Sanctions, Anti-Corruption Laws, and Anti-Money Laundering Laws; (ii) with all other Applicable Laws (including, without limitation, Environmental Laws, social security laws, labor laws and tax laws), except where the failure by any Loan Party to comply could not reasonably be

expected to have a Material Adverse Effect, and (iii) maintain policies and procedures reasonably designed to promote and achieve continued compliance with applicable Sanctions, Anti-Corruption Laws, and Anti-Money Laundering Laws. Each Loan Party shall ensure that no Sanctions Target will have any property interest in any funds repaid or remitted by any Loan Party in connection with this Agreement or any other Loan Document.

(b) Timely file all material Tax returns required to be filed by it and pay and discharge at or before maturity all of its obligations and liabilities (including material Tax liabilities, except where the same are being contested in good faith and by proper proceedings and against which adequate reserves are being maintained to the extent required by Applicable Accounting Principles).

6.05 **Governmental Approvals**. Promptly obtain, and maintain in full force and effect, all material Governmental Approvals from time to time necessary for the maintenance of its corporate existence and/or good standing (if applicable), for the performance of its business and for its authorization, execution and delivery of the Loan Documents to which it is a party, and the due performance of all of its obligations and the exercise of all of its rights thereunder, and for the validity, legality and enforceability thereof.

6.06 **Insurance**. Maintain with any financially sound and reputable insurance companies that are not Affiliates of any Loan Party, insurance with respect to its Properties and business against such loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts (after giving effect to any self-insurance reasonable and customary for similarly situated Persons engaged in the same or similar businesses as the Loan Parties) as are customarily carried under similar circumstances by such Persons.

6.07 **Ranking; Priority**. Ensure that the Obligations at all times constitute unconditional and unsubordinated general obligations of each Loan Party ranking at least pari passu with all other present and future senior unsecured Debt of such Loan Party.

6.08 **Use of Proceeds**. Use the proceeds of the Loans (less any fees and expenses due and payable under Sections 2.09 and 11.03) solely for Permitted Uses.

6.09 **Maintenance of Property**. (a) Keep and maintain all Property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted, (b) supply such Properties in all material respects with all necessary equipment, (c) make all necessary repairs, renewals, replacements, betterments and improvements thereto in accordance with prudent industry practices of such Loan Party, and (d) otherwise ensure the continued operation of all Property material to the conduct of its business in a manner consistent with prudent industry practices of such Loan Party, except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

6.10 **Collateral Matters; Liens**. The Loan Parties shall, at their own cost and expense, from time to time take such actions necessary in order to preserve the rights of the Administrative Agent and the Lenders under each of the Security Documents. Without limiting the generality of the foregoing, each Loan Party shall at its own cost and expense, execute any

documents, filing statements, agreements and instruments, and take all further action that may be required under Applicable Law, in order to effectuate the Transactions contemplated by the Loan Documents and in order to grant, preserve, protect and perfect the validity and first priority of the Liens created or intended to be created thereunder.

6.11 **Exercise of the Target's Voting Rights**. The TL Borrower shall exercise its voting rights over the shares of the Target to ensure that: (i) the Target shall not have any restrictions to pay, directly or indirectly, dividends or make any other distributions in respect to its Equity Interests; and (ii) the Target shall recommend, subject to regulatory, operating and fiscal requirements of the Target, an annual dividend at least sufficient to meet the annual Debt Service obligations of SETA and the TL Borrower under the Loans and other Debt.

6.12 **Reserve Accounts; Required Balances; Transition Reserve Account**. The applicable Borrower shall:

(a) Maintain the Reserve Accounts; *provided* that, notwithstanding anything herein to the contrary or in any other Loan Document, none of the Borrowers shall be required to open or maintain the SETA Debt Service Reserve Account, the SETA Periodic Expenses Reserve Account or any other account of SETA until the tenth (10) Business Day following the date of disbursement of the Term Loans;

(b) Ensure that, at all times, each Reserve Account is fully funded in an amount at least equal to its Required Balance; *provided* that as long as a DSRF Facility is available, the Concessoc Debt Service Reserve Account and the SETA Debt Service Reserve Account shall not be required to be funded; *provided, further*, that (i) if at any time when no DSRF Facility is available, the Concessoc Debt Service Reserve Account or the SETA Debt Service Reserve Account is not fully funded, the TL Borrower shall be required to fully fund the Concessoc Debt Service Reserve Account or the SETA Debt Service Reserve Account (as applicable), within forty-five (45) days after the date on which (x) all or a portion of the funds standing to the credit of such accounts have been drawn as contemplated by the Loan Documents or (y) the DSFR Facility ceased to be available and (ii) that failure by the TL Borrower to maintain the Concessoc Periodic Expenses Reserve Account, or the SETA Periodic Expenses Reserve Account fully funded up to their applicable Required Balance shall not constitute a Default or Event of Default for purposes of this Agreement; and

(c) Ensure that the Transition Reserve Account shall not have funds in excess of the Transition Reserve Account Maximum Amount; *provided* that, at any time following the first anniversary of the Closing Date, the Borrowers may transfer any and all amounts standing to the credit of the Transition Reserve Account to the Concessoc Pesos Distribution Account solely if at the time of such transfer no Default or Event of Default has occurred and is continuing or would result from such transfer.

6.13 **Hedging Strategy**. Each Borrower shall:

(a) Commencing on the date that is sixty (60) days after the Closing Date the Borrowers shall comply at all times thereafter with the Hedging Strategy; and

(b) Promptly after each Borrower have entered into any Hedging Agreement, deliver to the Administrative Agent true, correct and complete copies of such Hedging Agreement, together with a certificate signed by a Responsible Officer of such Borrower certifying the foregoing.

6.14 **Compliance with Material Agreements**.

(a) Perform and observe all of the terms and provisions of each Material Agreement to be performed or observed by it and enforce each such Material Agreement in accordance with its terms, except, in any case, where the failure to do so, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(b) SETA shall:

(i) preserve, protect and enforce all of its material rights under the Material Agreements to which it is a party; and

(ii) comply in all material respects with (i) each of its payment and funding obligations under the Material Agreements and (ii) each nonpayment obligation under the Material Agreements.

6.15 Guarantors. No later than five (5) Business Days after the Closing Date, the TL Borrower shall cause SETA and Aerodrome to: (a) become a Guarantor hereunder by executing and delivering to the Administrative Agent a guarantor joinder agreement, substantially in the form of Exhibit L (a "Guarantor Joinder Agreement") and (b) deliver to the Administrative Agent (i) documents of the types referred to in Sections 4.01(a)(iii) and 4.02(b)(ii), (iii) and (iv), as applicable (*it being understood,* that the certificate to be delivered by a Responsible Officer of Aerodrome shall be substantially in the form of Exhibit F-2), (ii) a supplement signature page to attach to each Note then outstanding (or, at the applicable Lender's request, the Loan Parties shall enter into replacement Notes) for the purposes of, and in connection with, SETA's or Aerodrome's Guaranty (*por aval*), as applicable, of such Notes or as otherwise may be necessary or advisable in connection with any Guaranty under other applicable jurisdictions or in order to give legal effect to SETA's or Aerodrome's Guaranty hereunder, (iii) favorable opinions of counsel to SETA and Aerodrome in each relevant jurisdiction (which shall cover, among other things, the due authorization, legality, validity, binding effect and enforceability of the documentation referred to in clause (a)), (iv) evidence (A) of the acceptance by the Process Agent to act as agent for the service of process for such Person in accordance with the terms of this Agreement and (B) that SETA has granted an irrevocable special power of attorney for lawsuits and collections (*poder para pleitos y cobranzas*) in terms of the first and fourth paragraphs of Article 2554 and Article 2596 of the Federal Civil Code and their correlative articles in the Civil Codes of the Federal entities of Mexico, in each case before a Mexican notary public, appointing the Process Agent, as its agent for service of process in relation to any action or proceeding arising out of or relating to this Agreement and any other Loan Document (or the transactions contemplated hereby or thereby) and designating the Process Agent's domicile as SETA's contractual domicile (*domicilio convencional*) for writs, processes and summonses (*avisos, notificaciones, emplazamientos, resoluciones y comunicaciones*), as certified by a Responsible Officer of such Loan Party; and (v) an updated Schedule V containing the information set forth in Section 5.02. The execution and delivery of any Guarantor Joinder Agreement shall

not require the consent of, or notice to, any other Loan Party. The rights and obligations of the Loan Parties under Article X shall remain in full force and effect notwithstanding any additional Guarantor becoming a party to this Agreement.

6.16 **Beneficial Ownership Regulation**. Promptly following any request therefor, provide information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable "know your customer" requirements under the USA PATRIOT Act, the Beneficial Ownership Regulation or other applicable Anti-Money Laundering Laws.

6.17 **Conversion Board Resolutions**. No later than at the first board meeting to be held in 2023, (which shall not be held in any event after March 31, 2023), the Board of Directors of the Target shall adopt resolutions providing that (a) if the Collateral Agent delivers a written notice to the Target stating that (i) an Event of Default under this Agreement has occurred and (ii) the BB Shares representing the capital stock of the Target be converted into B Shares representing the capital stock of the Target, such conversion and the issuance of B Shares representing the capital stock of the Target in connection therewith are pre-approved, and (b) the B Shares representing the capital stock of the Target issuable upon conversion of such BB Shares representing the capital stock of the Target shall be deemed to have been duly and validly issued upon delivery of such notice to the Target without any further action by the Target or any other party.

6.18 **SETA Guaranty Fee.** The TL Borrower agrees to pay to SETA an annual fee (the "SETA Guaranty Fee") in Pesos and in immediately available funds equal to 1.00% of the forecasted amount of principal and interest on the Loans expected to be paid on the immediately succeeding twelve-month period following the date of payment of the SETA Guaranty Fee. The first payment of the SETA Guaranty Fee (corresponding to the period commencing on the Closing Date and ending on the date that falls on the first year anniversary of the Closing Date) shall be due and payable in full no later than ten (10) Business Days after the disbursement of the Term Loans, and each payment of such SETA Guaranty Fee thereafter shall be due and payable in full in advance on each anniversary of the Closing Date.

6.19 **Further Assurances**. Do and perform, from time to time, any and all acts (and execute and/or deliver all documents and instruments) as may be necessary or as reasonably requested by the Administrative Agent or the Lenders in order to effect the purposes of this Agreement and the other Loan Documents.

ARTICLE VII

NEGATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder or any Loan or other Obligation hereunder remains unpaid or unsatisfied, none of the Loan Parties shall directly or indirectly:

7.01 **Debt**. Create, incur, assume or guaranty, or otherwise become or remain directly or indirectly liable with respect to, any Debt, except Permitted Debt.

7.02 **Liens**. Create, incur, assume or permit to exist any Lien on any real property or other Property, whether now owned or existing or hereafter acquired or arising, other than Permitted Liens.

Notwithstanding anything to the contrary herein, the Loan Parties shall not create, incur, assume or permit to exist any Lien on all or any portion of the Collateral other than pursuant to the Security Documents. Permitted Liens on the Collateral (other than the Reserve Accounts) of the type specified in clause (c) of the definition of "Permitted Liens" shall only be permitted if the lenders or providers of the Debt secured thereby shall have executed the, or acceded to, the Intercreditor Agreement prior to or concurrently with the incurrence of such Debt and Liens.

Any reference herein or in any other Loan Document to Liens permitted hereby or thereby or the right of the Loan Parties to create any Liens are not intended to and do not subordinate any Liens in favor of the Collateral Agent and the Secured Creditors to such Liens or give priority to any Person over the Collateral Agent and the Secured Creditors.

7.03 **Change in Line of Business, Etc**. (a) Engage in any line of business substantially different from those lines of business conducted by such Loan Party on the date hereof or any business substantially related or incidental thereto, (b) change its name or take any other action (other than those permitted hereunder) that could reasonably be expected to adversely affect the priority, perfection, enforceability or validity of any Lien or guarantee purported to be created by the Loan Documents, or (c) change its country of domicile.

7.04 **Fundamental Changes**. Merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its Property (whether now owned or hereafter acquired) to or in favor of any Person, except that, so long as no Default exists or would result therefrom:

(a) Aerodrome may merge with and into Concessoc (the "Aerodrome Merger"); *provided* that:

(i) Concessoc remains the surviving entity after the consummation of the Aerodrome Merger and all of the business and Property of Aerodrome is retained by Concessoc and Concessoc has assumed all the Properties and obligations (*transfert universel du patrimoine*) of Aerodrome (either as a result of the Aerodrome Merger or otherwise in a manner satisfactory to the Administrative Agent (acting reasonably)), including, without limitation, under the Security Documents (except the Share Pledge Agreement relating to the Aerodrome Acquired Shares) and the Acquisition Documents;

(ii) all Aerodrome Owned B shares and all other Equity Interests of the Target owned by Aerodrome are transferred to Concessoc, contemporaneously with the date on which such merger is consummated (for the purposes of this Agreement, the "Merger Date");

(iii) Immediately prior to and after giving effect to the consummation of the Aerodrome Merger no Default or Event of Default shall have occurred and be continuing and the Aerodrome Merger could not reasonably be expected to have a Material Adverse Effect or otherwise to trigger any mandatory prepayment of the Loans under this Agreement;

(iv) After giving effect to the consummation of the Aerodrome Merger, the Secured Creditors (or the Collateral Agent on their behalf) shall continue to have the same fully perfected security over the Collateral (other than the Aerodrome Acquired Shares which have ceased to exist as a result of the Aerodrome Merger and shall be released by the Secured Creditors on the Merger Date, simultaneously with the occurrence of, and solely for the purpose of the consummation of, the Aerodrome Merger in accordance with the provisions of the Luxembourg law-governed Share Pledge Agreement);

(v) Concessoc shall provide to the Administrative Agent, on the dates specified below, the following documentation (in each case in form and substance reasonably satisfactory to the Administrative Agent):

(A) at least twelve (12) Business Days' prior written notice of the proposed Merger Date;

(B) at least five (5) Business Days before the Merger Date, with substantially final drafts of all corporate authorizations and documents (including, for the avoidance of doubt, the proposed merger agreement) in relation to the contemplated Aerodrome Merger, in form and substance satisfactory to the Administrative Agent (acting reasonably);

(C) on or prior to the Merger Date,

(1) a certificate by Concessoc confirming the conditions contemplated by this Section 7.04 are met;

(2) a certified copy of the executed final merger agreement relating to the Aerodrome Merger,

(3) legal opinions by counsel to Concessoc in France and Luxembourg addressed to the Lenders and the Administrative Agent confirming (on the basis of the relevant duly performed publicity proceedings) that all corporate authorizations required by French and Luxembourg laws and regulations in connection with the Aerodrome Merger have been duly obtained and that the Aerodrome merger has been duly implemented in accordance with all applicable and relevant French and Luxembourg laws and regulations;

(4) a non-insolvency certificate (*Certificat de non-faillite*) for Concessoc dated not more than seven (7) days prior to the consummation of the Aerodrome Merger and a confirmation by Concessoc that it is not in a state of *cessation de paiements* on the Merger Date and that Concessoc is not subject to any the insolvency proceedings listed at Section 8.01(g) of this Agreement immediately prior to and after giving effect to the consummation of the Aerodrome Merger and on such Merger Date;

(5) any other existing agreement, documentation or evidence reasonably required by the Administrative Agent in that respect, including such documentation and other evidence as the Administrative Agent may deem necessary to ensure that the obligations of Aerodrome immediately prior to such Aerodrome Merger will continue in full force and effect as obligations of Concessoc as the surviving entity of the Aerodrome Merger (including, for the avoidance of the doubt, the certificate of merger to be provided immediately after the merger date);

(6) a power of attorney to be exercisable before a Mexican notary public for purposes of executing the Ratification Agreement (as such term is defined below);

(7) a ratification agreement of the securities pledge agreement (*prenda bursátil*) in terms of which Concessoc acknowledges, ratifies and confirms its obligations as pledgor as a result of the Aerodrome Merger (the "Ratification Agreement"); and

(8) a notarized copy of the Ratification Agreement duly registered with the Mexican *Registro Único de Garantías Mobiliarias*.

(b) any Loan Party may merge with any Person; *provided* that such Loan Party shall be the continuing or surviving Person;

(c) any Loan Party may Dispose, including, but not limited to, through a spin-off (*escisión*), of all or substantially all of its assets (upon voluntary liquidation, dissolution or otherwise) to another Loan Party; *provided* that, if the transferor in such a transaction is a Guarantor, then the transferee must either be a Borrower or a Guarantor;

(d) any Loan Party (other than a Borrower or SETA to the extent not a Borrower) may liquidate or dissolve if (i) such Loan Party reasonably determines in good faith that such liquidation or dissolution is in the best interest of such Loan Party and is not disadvantageous to the Lenders in any material respect and (ii) such liquidation or dissolution could not reasonably be expected to result in a Material Adverse Effect; and

(e) the TL Borrower may join the French tax consolidated group formed by Vinci S.A. and take all ancillary steps related thereto.

7.05 **Limitations on Investments**. Make, purchase, incur, assume, acquire, or suffer to exist (including pursuant to any merger) any Equity Interest, evidences of Debt or other securities (including any option, warrant or other right to acquire any of the foregoing) of, make or permit to exist any loans or advances to, Guarantee any obligations of, or make or permit to exist any investment or any other interest in, any other Person, or purchase or otherwise acquire (in one transaction or a series of transactions) any assets of any other Person constituting a business unit (whether through purchase of assets, merger or otherwise), other than the Acquired Shares or additional B Shares or the Aerodrome Share Capital Increase or any conversion of Subordinated Debt into Equity Interest.

7.06 **Restricted Payments**.

(a) Subject to Section 2.04(d), declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that the Loan Parties may make Restricted Payments so long as immediately prior to and after giving effect to such Restricted Payment:

(i) no Default or Event of Default shall have occurred and be continuing or would result therefrom;

(ii) the Property delivered by each of the Loan Parties, as applicable, in respect of such Restricted Payment does not constitute Collateral;

(iii) each of the Concessoc Periodic Expenses Reserve Account and the SETA Periodic Expenses Reserve Account shall be fully funded up to its applicable Required Balance at least until the immediately subsequent Dividend Payment Date;

(iv) either (A) each of the Concessoc Debt Service Reserve Account and the SETA Debt Service Reserve Account shall be fully funded up to its applicable Required Balance, or (B) there shall be no DSRF Loans outstanding; and

(v) based on the financial statements and Compliance Certificate most recently delivered pursuant to Sections 6.01 and 6.02(a), immediately prior to and after giving effect to the making of such Restricted Payment, the Debt Service Coverage Ratio is equal to or greater than 1.30:1.00 and the Net Consolidated Leverage Ratio is equal to or lower than 5.00:1.00.

(b) Notwithstanding anything to the contrary in Section 7.06(a), the Loan Parties may make Restricted Payments corresponding to:

(i) fees in respect of services rendered under the Permitted Management Services Agreement in an aggregate amount not to exceed US$1,000,000 in any calendar year, and

(ii) fees payable under the Intangible Assets License Agreement in an aggregate amount not to exceed the following amounts in any calendar year solely if the Loan Parties are in compliance with clauses (i) to (iv) of Section 7.06(a) immediately prior to and after giving effect to such Restricted Payment:

(A) an amount not to exceed US$5,000,000 during any calendar year ending on or prior to December 31, 2027;

(B) an amount not to exceed US$8,000,000 thereafter.

(c) For the avoidance of doubt, (i) the Loan Parties may make any distribution permitted under Section 7.06(a) to a Distribution Account and (ii) the Loan Parties may freely remit, from any Distribution Account, funds to the Sponsor or any other Person without regard to the requirements set forth in Section 7.06(a) or otherwise in the Loan Documents.

7.07 **Organizational Documents; Material Agreements; Permitted Management Services Agreement; Intangible Assets License Agreement; Voting Rights**.

(a) Directly or indirectly, amend, amend and restate, modify or otherwise change any of its Organizational Documents or the Acquisition Documents in any way that could materially adversely affect the rights and/or remedies of any Secured Creditor under the Loan Documents.

(b) Directly or indirectly, amend, amend and restate, modify or otherwise change any of the Target's Organizational Documents in any way that could reasonably be expected to have a Material Adverse Effect (*it being understood* that the amendment to any rights of the holders of the BB Shares or the B Shares shall be deemed to result in a Material Adverse Effect).

(c) Consent any amendment, supplement, modification or waiver of any of the terms or provisions of the Material Agreements that may materially adversely affect any of the Lenders.

(d) Consent any amendment, supplement, modification or waiver of any of the terms or provisions of the Permitted Management Services Agreement or the Intangible Assets License Agreement that may materially adversely affect the economic conditions under such Permitted Management Services Agreement or the Intangible Assets License Agreement; *provided* that an increase in the fees or compensation payable to the Sponsor or any Affiliate thereof shall be deemed to be materially adverse to the Lenders.

(e) Exercise its voting rights over the Equity Interest of the Target to the effect that Target shall be subject to any restrictions to pay, directly or indirectly, dividends or make any other distributions in respect to its Equity Interests.

(f) Directly or indirectly, amend, amend and restate, modify or otherwise change any of the documentation evidencing or related to (i) Reference Hedging Agreement (to the extent such amendment, modification or change contravenes the Hedging Strategy) and (ii) any Debt incurred pursuant to clause (c) of the definition of Permitted Debt (to the extent such amendment, modification or change does not comply with the conditions set forth in clause (c) of the definition of Permitted Debt), in each case, at any time that any of the foregoing is secured by the Collateral, in any way that could materially adversely affect the rights and/or remedies of any Secured Creditor under the Loan Documents.

7.08 **Transactions with Affiliates**. (a) As to any Borrower, Dispose any Property to, or purchase, lease or otherwise acquire any Property from, or otherwise engage in any other transactions with, any of its Affiliates (except transactions that are incidental to holding the Collateral and performing its obligations under the Loan Documents) and (b) as to any Guarantor,

Dispose any Property to, or purchase, lease or otherwise acquire any Property from, or otherwise engage in any other transactions with, any of its Affiliates, except transactions that (x) are incidental to holding the Collateral and performing its obligations under the Loan Documents, (y) transactions arising in connection with the TSA or any Existing Affiliate Transactions and (z) arm's-length transactions entered in the ordinary course and pursuant to the reasonable requirements of the Loan Parties' businesses and upon fair and reasonable terms no less favorable to the Guarantors or their Subsidiaries that would be obtainable in a comparable arm's-length transaction with an unrelated third party.

7.09 **Other Agreements**.

(a) As to any Borrower, enter into any agreement, instrument or transaction other than (i) its Organizational Documents, (ii) the Permitted Management Services Agreement, (iii) the Intangible Assets License Agreement, (iv) the Loan Documents, or (v) any agreements entered in connection with the incurrence of Permitted Debt; and

(b) As to any Guarantor, enter into any agreement, instrument or transaction other than (i) its Organizational Documents, (ii) the Loan Documents or any agreements entered in connection with the incurrence of Permitted Debt, (iii) agreements entered into in the ordinary course of its business; *provided* that no Guarantor (other than Permitted Debt incurred by SETA) shall be entitled to have any Debt under such agreements and (iv) the TSA and any amendment or supplement thereto, and any other agreement entered into from time to time in connection with or related to the TSA, including services agreements with suppliers;

provided, further, that no such agreement, instrument or transaction shall limit the ability of any Loan Party to make Restricted Payments to a Loan Party or to otherwise transfer property to a Loan Party.

7.10 **Dispositions**. Dispose of any Collateral at any time, except for any Disposition permitted pursuant to the Loan Documents; *provided* that the Loan Parties may Dispose of B Shares solely if the following conditions are satisfied at the time of such Disposition: (a) no Default or Event of Default has occurred and is continuing or would result therefrom, (b) there are no amounts outstanding under the DSRF Facility or, as the case may be, each of the Concessoc Debt Service Reserve Account and the SETA Debt Service Reserve Account is fully funded up to its Required Balance, the Concessoc Periodic Expenses Reserve Account, and the SETA Periodic Expenses Reserve Account are fully funded up to the Concessoc Periodic Expenses Reserve Account Required Balance, or the SETA Periodic Expenses Reserve Account Required Balance, as applicable, (c) the Net Consolidated Leverage Ratio does not increase after giving effect to such Disposition; *provided* that no such Disposition shall be made at any time the Net Consolidated Leverage Ratio is greater than 4.5 to 1.0, and (d) the proceeds from such Disposition are applied to mandatorily prepay the Loans pursuant to Section 2.04(e).

7.11 **Use of Proceeds**.

(a) Use the proceeds of the Loans for any reason other than for Permitted Uses of such Loans.

(b) Use the proceeds of the Loans directly or indirectly for "purchasing" or "carrying" any "margin stock" within the respective meanings of each of the quoted terms under Regulation U as now and from time to time hereafter in effect or for any purpose which violates or is inconsistent with the provisions of Regulation T, Regulation U or Regulation X of the Board of Governors of the Federal Reserve System of the United States (or any successor).

(c) Utilize the proceeds derived from any transaction contemplated under this Agreement to engage in any transaction, activity or conduct that would violate applicable Anti-Money Laundering Laws.

7.12 **Sanctions and Anti-Corruption Covenants**.

(a) Sanctions.

(i) Use the proceeds of the Loans, or lend, contribute or otherwise make available such proceeds, to any Subsidiary, joint venture partner or other Person: (i) to fund or facilitate any activities or business of, with or related to any Sanctions Target or Sanctioned Jurisdiction; or (ii) in any other manner that would result in a violation of Sanctions or Anti-Money Laundering Laws by any party to this Agreement (including any person participating in the Loan or in any Loan Document, as a Lender).

(ii) Fund all or part of any repayment or prepayment of the Loans or discharge any Obligation under the Loan Documents from proceeds derived from or otherwise sourced from (i) any Sanctions Target or Sanctioned Jurisdiction; or (ii) any action or status which is prohibited by, or would cause any Loan Party to be in breach of, any Sanctions.

(b) Anti-Corruption.

(i) Use the proceeds of the Loan for any purpose which would violate any applicable Anti-Corruption Laws.

(ii) Use the proceeds of the Loan for the purpose of making any improper payments, including bribes, to any governmental official or commercial counterparty in order to obtain, retain or direct business or obtain any improper advantage, or otherwise in violation of, or in any manner that would cause any Loan Party to be in violation of, any applicable Anti-Corruption Laws.

(iii) Each Loan Party shall conduct its businesses in compliance with all applicable Anti-Corruption Laws; and the Target shall maintain policies and procedures reasonably designed to promote and achieve compliance with such laws.

7.13 **Target Covenants**.

(a) Permit the Target to, suffer to exist any consensual encumbrance or restriction on the ability of any such entity to (i) pay, directly or indirectly, dividends or make any other distributions in respect of its Equity Interests or pay any Debt or other obligation owed to any of the Loan Parties, (ii) make loans or advances to any Loan Party or (iii) transfer any of its Property to the Loan Parties.

(b) Without first obtaining written consent from the Required Lenders, the Loan Parties shall not vote (by voting at a shareholders meeting or by written consent, or otherwise) the OMA Acquired Shares, approving any of the following:

(i) liquidate, dissolve or wind-up the business and affairs of the Target (or consent to any of the foregoing);

(ii) amend, alter or repeal any provision of the Target's bylaws that alters or changes the voting or other powers, preferences, or other special rights, privileges or restrictions of the Acquired Shares so as to materially affect adversely any of the powers, preferences or rights thereof (including, for the avoidance of doubt, by the creation of any new class or series of equity security of the Target that is pari passu or senior to the OMA Acquired Shares);

(iii) decrease the authorized number of shares of any class or series of capital stock of the Target, other than as a result of buy-backs and cancellation of shares pursuant to Article 9 of the bylaws of the Target and the Mexican Securities Law;

(iv) authorize or designate, whether by reclassification or otherwise, or issue or obligate itself to issue any new class or series of stock or any other securities convertible into equity securities of the Target ranking senior to the OMA Acquired Shares in right of redemption, dividend or distribution rights;

(v) create or issue any preferred stock of the Target;

(vi) other than those investments set forth under the master development plan, to acquire assets or corporate entities, or permit any subsidiary to acquire assets or corporate entities, with a value in excess of twenty percent (20.0%) of the enterprise value of the Target, measured as of the time of the consummation of such acquisition, or financed through debt that increases the Target's total debt to asset ratio to more than twenty percent (20.0%) on a Consolidated basis;

(vii) decrease the size of the board of directors of the Target below eleven (11) members as required under Article 15 of the bylaws of the Target; or

(viii) authorize or agree to do any of the actions described in this clause (b) by, on behalf of, or with respect to the Target or any of its Subsidiaries.

7.14 Debt Service Coverage Ratio. Permit the Debt Service Coverage Ratio to be at any time, as determined on each second and fourth Fiscal Quarter of the Borrower, less than 1.10:1.00 *provided* that, if the Debt Service Coverage Ratio, as of any date of determination, is lower than 1.10:1.00 (a "DSCR Breach"), it shall not constitute an Event of Default if, within a period of thirty (30) days following such DSCR Breach, the TL Borrower causes the Sponsor to make an Equity Contribution in an aggregate amount equal to or greater than the amount of the shortfall that caused the DSCR Breach, which amount shall be sufficient to cover

accrued and unpaid interest on the Loans then due and payable and any principal of DSRF Loans then outstanding (the "Equity Cure Right"); *provided* that (i) the proceeds from the Equity Cure Right shall be deposited in the Concessoc Periodic Expenses Reserve Account, or the SETA Periodic Expenses Reserve Account, as applicable; (ii) the Debt Service Coverage Ratio shall be re-tested after taking into account the proceeds from the Equity Cure Right; (iii) the proceeds from the Equity Cure Right shall not be taken into account for purposes of calculating the Debt Service Coverage Ratio in accordance with Section 7.06; or (iv) such Equity Cure Right may not be exercised more than two consecutive times or four times during the term of this Agreement.

7.15 **Collateral**. Take any action that would impair any Lender or any Secured Creditor security interest in the Collateral or its ability to exercise remedies against the Collateral.

7.16 **Limitation on Prepayments and Amendments of Certain Debt**.

(a) Prepay, retire, redeem, purchase, defease or exchange, or make or arrange for any prepayment, retirement, redemption, purchase, defeasance or exchange of any Subordinated Debt and any other Debt of any Loan Party that is junior and ranks subordinate in right of payment to any of the Obligations of the Loan Parties hereunder and under the other Loan Documents; *provided* that, notwithstanding the foregoing, the Loan Parties shall be entitled to prepay, retire, redeem, purchase, defease or change or make or arrange for any prepayment, retirement, redemption, purchase, defeasance or exchange of any Subordinated Debt (i) with the proceeds from any Restricted Payment made in accordance with Section 7.06, (ii) with the proceeds of any other Subordinated Debt incurred by a Loan Party, (iii) upon the occurrence of any conversion of such Subordinated Debt into Equity Interest of any Loan Party; or

(b) waive, amend, supplement, modify, terminate or release any of the provisions with respect to any Subordinated Debt and any other Debt of any Loan Party that is junior and ranks subordinate in right of payment to any of the Obligations of the Loan Parties hereunder and under the other Loan Documents unless (i) with the prior consent of the Administrative Agent (acting upon instruction of the Required Lenders) or (ii) the result of such waiver, amendment, supplement, modification, termination or release does not affect, in any manner, the level of subordination of such Subordinated Debt with respect to the Loans or otherwise materially and adversely affect the rights and remedies of the Lenders under the Loan Documents.

ARTICLE VIII

EVENTS OF DEFAULT

8.01 **Events of Default**. Each of the following is herein called an "Event of Default":

(a) any Loan Party (i) shall, subject to Section 2.06(d) or (e), as applicable fail to pay when and as required to be paid herein any amount of principal of any Loan, or (ii) shall fail to pay any interest on any Loan, or any fee due hereunder, or any other amount payable hereunder or under any other Loan Document within three (3) Business Days after any such amount becomes due in accordance with the terms thereof or hereof; or

(b) any representation or warranty made or deemed made by any Loan Party in or in connection with any Loan Document (or any amendment or modification hereof or thereof or waiver hereunder or thereunder), or in any report, certificate, financial statement or other document furnished pursuant to or in connection with any Loan Document (or any amendment or modification hereof or thereof or waiver hereunder or thereunder), shall prove to have been incorrect in any material respect, when made or deemed made; *provided* that such misrepresentation or such incorrect statement shall not constitute an Event of Default only if (i) the fact, condition or circumstance giving rise to such misrepresentation or incorrect statement is capable of remedy and is not reasonably expected to result in a Material Adverse Effect and (ii) the fact, condition or circumstance giving rise to such misrepresentation or incorrect statement is cured in such a manner as to eliminate such misrepresentation or incorrect statement within twenty (20) Business Days after the date such representation or warranty is proven to be incorrect in any material respect; or

(c) (i) any Loan Party fails to perform or observe any term, covenant or agreement contained in any of 6.02(b), 6.03(a)(i), 6.07, 6.08, 6.09, 6.10, 6.12, 6.15 or Article VII or (ii) any Guarantor fails to perform or observe any term, covenant or agreement contained in Article X; or

(d) any Loan Party fails to perform or observe any other covenant or agreement (not specified in Section 8.01(a) or (c) above) contained in any Loan Document on its part to be performed or observed and such failure continues uncured for thirty (30) days or more since the date of occurrence thereof; or

(e) (i) any Loan Party, the Target or any Material Subsidiary of the Target fails to pay any amount of principal of or interest in respect of any Material Debt incurred by it, when due (whether at maturity, upon acceleration or otherwise) or within any applicable grace period expressly set forth in the relevant documentation for such other Material Debt, or (ii) any default, breach, termination event or similar event shall occur with respect to any Material Debt of any Loan Party if the effect thereof is to accelerate the maturity thereof or to permit the holder(s) under such Material Debt of the Loan Parties or an agent or trustee on its (or their) behalf, as applicable, to accelerate the maturity thereof or to require the mandatory prepayment, defeasance or redemption thereof, or to permit the early termination thereof; or (iii) any default, breach, termination event or similar event shall occur with respect to any Material Debt of the Target or any Material Subsidiary of the Target, in each case, if the effect thereof is to accelerate the maturity thereof or to cause the mandatory prepayment, defeasance, redemption or early termination thereof; or

(f) (i) any Loan Party, the Target or any of its Material Subsidiaries shall admit in writing its inability to, or be generally unable to, pay its Debt as such Debt becomes due; or

(g) any Loan Party, the Target or any of its Material Subsidiaries, shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization, arrangement, adjustment, an adjudication of bankruptcy, *concurso mercantil, quiebra,* insolvency,

judicial management, reorganization, administration or relief of debtors or other similar relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, including the Bankruptcy Code of the United States and the Mexican Bankruptcy Law (*Ley de Concursos Mercantiles*), (ii) consent to the institution of any proceeding or petition described in clause (i) above, apply for or consent to the appointment of a receiver, *visitador*, *conciliador*, *síndico*, trustee, custodian, sequestrator, conservator or similar official for any Person, or for a substantial part of its respective assets, (iii) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (iv) make a general assignment for the benefit of creditors, (v) file a petition seeking to take advantage of any Debtor Relief Law, (vi) take any corporate action for the purpose of effecting any of the foregoing (including any out-of-court restructuring agreement, and any other agreement or arrangement seeking any of the foregoing) or (vii) in respect of any Loan Party which is incorporated in France, any negotiation is commenced and/or corporate action, legal proceedings or other formal procedure or formal step is taken in relation to the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of such Loan Party incorporated in France, where, for any Loan Party which is incorporated in France, a reference in this paragraph (g) to:

(i) a "suspension of payments" includes that Loan Party which is incorporated in France being in a state of *cessation des paiements* within the meaning of the French *Code de commerce*;

(ii) a "moratorium" includes a moratorium under a *mandat ad hoc* or *conciliation* procedure in accordance with articles L. 611-3 to L. 611-16 of the French *Code de commerce*;

(iii) a "similar officer" in paragraph (g)(i) above shall include a provisional administrator, *conciliateur*, *mandataire ad hoc*, *administrateur judiciaire*, *mandataire judiciaire*, *liquidateur judiciaire*, *commissaire à l'exécution du plan*, *mandataire à l'exécution de l'accord* or any person appointed as a result of any proceedings described in paragraph (v) below;

(iv) a "winding-up," "dissolution," "administration" or "reorganization" includes *liquidation judiciaire*, *redressement judiciaire*, *sauvegarde*, *sauvegarde accélérée*, *mandat ad hoc* or conciliation proceedings under Livre Six of the French Code de commerce; and

(v) "any analogous corporate action, legal proceedings or other procedure or step" shall include:

(A) any member of the Group applying for *mandat ad hoc* or *conciliation* in accordance with articles L. 611-3 to L. 611-16 of the French *Code de commerce*; and

(B) the entry of a judgment opening *sauvegarde, sauvegarde accélérée, redressement judiciaire* or *liquidation judiciaire* proceedings or ordering a *cession totale ou partielle de l'entreprise*; or

(h) (i) an involuntary proceeding or other proceeding shall be commenced or an involuntary petition shall be filed, in each case seeking liquidation, reorganization, arrangement, adjustment, an adjudication of bankruptcy, *concurso mercantil, quiebra,* insolvency, judicial management, reorganization, administration or relief of debtors or other similar relief in respect of any Loan Party, the Target or any of its Material Subsidiaries, or any of its debts, or of a substantial part of its Property, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, including the Bankruptcy Code of the United States and the Mexican Bankruptcy Law (*Ley de Concursos Mercantiles*), or (ii) the appointment of a receiver, *visitador*, *conciliador*, *síndico*, trustee, custodian, sequestrator, conservator or similar official for any Loan Party, the Target or any of its Material Subsidiaries or for a substantial part of their respective assets shall have been entered and, in any such case described in clause (i) above or this clause (ii), such proceeding or petition shall continue undismissed or shall be not stayed for a period of 60 or more days;

(i) any event occurs with respect to any Loan Party, the Target or any of its Material Subsidiaries which under the laws of any jurisdiction is analogous to any of the events described in Section 8.01(f), Section 8.01(g) or Section 8.01(h); *provided* that the applicable grace period, if any, which shall apply shall be the one applicable to the relevant proceeding which most closely corresponds to the proceeding described in Section 8.01(f), Section 8.01(g) or Section 8.01(h), as applicable; or

(j) one or more judgment(s), order(s), decree(s), award(s), settlement(s) and/or agreement(s) to settle (including any relating to any arbitration) is/are rendered against any Loan Party or the Target or any of its Material Subsidiaries, in an amount exceeding the Material Amount applicable to such Person in the aggregate and shall remain unsatisfied, undischarged and in effect for a period of sixty (60) or more days without a stay of execution, unless the same is either: (i) adequately bonded or covered by insurance where the surety or the insurer, as the case may be, has admitted liability in respect of such judgment(s), order(s), decree(s), award(s), settlement(s) and/or agreement(s) to settle or (ii) is being contested by appropriate proceedings properly instituted and diligently conducted and, in either case, process is not being executed against any Property of any Loan Party, the Target or any of its Subsidiaries; or

(k) any non-monetary judgment, order, decree, award, settlement or agreement to settle (including any relating to any arbitration) is rendered against or agreed by any Loan Party or the Target and its Material Subsidiaries that (in the aggregate) has had or could reasonably be expected to have a Material Adverse Effect, and a stay of execution thereof shall not be obtained within 60 days from the date of entry or agreement thereof; or

(l) (i) any Loan Document shall at any time be suspended, revoked or terminated or for any reason cease to be legal, valid and binding or in full force and effect (other than upon expiration in accordance with the terms thereof), (ii) the performance by any Loan Party of any obligation thereunder shall become unlawful or any Loan Party shall so assert in writing, (iii) the legality, validity or enforceability of any Loan Document shall be contested by any Loan Party in writing or by any Governmental Authority, or (iv) any Person shall execute or enforce, or seek to execute or enforce, any Lien on any material Property of the Loan Parties; or

(m) any Loan Party, the Target or any of its Material Subsidiaries, shall suffer an Expropriation Event (or a series of Expropriation Events) that (i) shall prevent the Loan Parties, the Target or its Material Subsidiaries, taken as a whole, from exercising normal control over all or substantially all of the Properties of the Loan Parties, the Target and its Material Subsidiaries, as applicable, for a period of more than 30 consecutive days, and (ii) could reasonably be expected to have a Material Adverse Effect; or

(n) any Governmental Approval at any time necessary to enable any Loan Party or the Target or any of its Material Subsidiaries to comply with any of its obligations under any of the Loan Documents or to undertake its line of business is not obtained, is revoked, terminated, suspended or ceases to be in full force and effect (other than by reason of the scheduled expiration thereof) or any of its material provisions becomes invalid or unlawful or any such Governmental Approval is declared in writing through proper proceedings to be void or is repudiated in writing through proper proceedings;

(o) any Material Agreement is revoked, terminated, suspended or ceases to be in full force and effect (other than by reason of the scheduled expiration thereof) or any of its material provisions becomes invalid or unlawful or any such agreement is declared in writing through proper proceedings to be void or is repudiated in writing through proper proceedings; *provided* that, the revocation, termination, suspension or cancellation of the TSA shall not be an Event of Default if (x) replaced within ninety (90) days of such revocation or termination by another technical services, management or similar agreement to be entered into by the Target and the Sponsor or any of its direct and indirect Subsidiaries, and that is structured to apply the Sponsor's expertise and experience in airport management to the Target and (y) such replacement agreement does not have a Material Adverse Effect with respect to the Loan Parties or otherwise adversely affect the rights of the Lenders under the Loan Documents in any material respect; or

(p) (i) the Collateral Agent ceases to hold a valid and enforceable first priority Lien (subject to Permitted Liens mandatorily preferred by Applicable Law) over any material portion of the Collateral or (ii) any Security Document, once executed, delivered and, to the extent required by Applicable Law, registered or recorded, fails (including by reason of any failure to make or renew any registration thereof) to create upon such execution, delivery, registration and recordation a first priority Lien (subject to Permitted Liens that are mandatorily preferred by Applicable Law) in any material portion of the Collateral; or

(q) an ERISA Event shall have occurred that, when taken together with all other ERISA Events that have occurred, has resulted in, or would reasonably be expected to result in, a Material Adverse Effect; or

(r) the imposition of any exchange controls, currency convertibility controls or currency transferability controls by any competent Governmental Authority, or any other action of a Governmental Authority, in each case that materially and adversely affects the ability of any Loan Party to comply when due with their payment obligations hereunder or under any other Loan Document.

8.02 **Remedies upon Event of Default**. If any Event of Default occurs and is continuing, the Administrative Agent shall, at the request of, or may, with the consent of, the Required Lenders, take any or all of the following actions (but, in respect of Concessoc, subject to the mandatory provisions of articles L.620-1 to L.670-8 of the French *Code de commerce*):

(a) declare the commitment of each Lender to make Loans to be terminated, whereupon such commitments shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower; and/or

(c) exercise, or, subject to the terms of the Intercreditor Agreement, direct the Collateral Agent to exercise, on behalf of itself and the other Secured Creditors any or all rights and remedies available to it and the other Secured Creditors under the Loan Documents or at law or in equity;

provided that in the case of an Event of Default of the kind referred to in Section 8.01(f), Section 8.01(g), Section 8.01(h) or Section 8.01(i), the obligation of each Lender to make Loans shall automatically terminate, and the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, in each case without further act of the Administrative Agent or any Lender; *provided, further*, that any Event of Default related to the Acquired Companies (other than any event specified in Section 8.01(f), Section 8.01(g), Section 8.01(h) or Section 8.01(i)), shall be subject to an additional sixty (60) day cure period following the date the Acquisition is consummated if (i) the circumstances giving rise to any such Event of Default were not procured or approved by the TL Borrower, (ii) any such Event of Default is capable of being cured and reasonable steps are being taking to remedy such Event of Default and (iii) the occurrence of any such Event of Default would not reasonably be expected to have a Material Adverse Effect.

ARTICLE IX

AGENCY

9.01 **Appointment and Authority**.

(a) Subject to clause (c) below, each of the Lenders irrevocably appoints Scotiabank Inverlat S.A., Institución de Banca Múltiple Grupo Financiero Scotiabank Inverlat to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article IX are solely for the benefit of the Administrative Agent and the Lenders (and its successors and permitted assigns), and no Loan Party shall have rights as a third-party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" herein or in any other Loan Document (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any Applicable Law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

(b) In addition, for Mexican law purposes, each of the Lenders hereby grants to Scotiabank Inverlat S.A., Institución de Banca Múltiple Grupo Financiero Scotiabank Inverlat, as Administrative Agent and Collateral Agent a *comisión mercantil con representación* in accordance with Articles 273, 274, and other applicable articles of the Commerce Code (*Codigo de Comercio*) of Mexico to act on its behalf as its agent in connection with this Agreement and the Loan Documents, in the terms and for the purposes set forth in this Article IX.

(c) Each of the Lenders irrevocably appoints Aether Financial Services SAS, to act on its behalf as the TEG Calculation Agent hereunder and, as applicable, under the other Loan Documents and authorizes the TEG Calculation Agent to take such actions on its behalf for all purposes described in Section 2.08. The provisions of this Section 9.01(c) are solely for the benefit of the TEG Calculation Agent and the Lenders (and its successors and permitted assigns), and no Loan Party shall have rights as a third-party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" herein or in any other Loan Document (or any other similar term) with reference to the TEG Calculation Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any Applicable Law. All references in this Article IX, as well as in Section 11.03(b) (*Indemnification by the Loan Parties*), Section 11.03(c) (*Reimbursement by Lenders*) and Section 11.08 (*Survival*) to the Administrative Agent shall apply *mutatis mutandis* to the TEG Calculation Agent and the TEG Calculation Agent shall have the same rights and benefits afforded to the Administrative Agent pursuant to this Article IX, as well as in Section 11.03(b) (*Indemnification by the Loan Parties*), Section 11.03(c) (*Reimbursement by Lenders*) and Section 11.08 (*Survival*).

9.02 **Rights as a Lender**. With respect to any Commitment and Loan made by it, the Person serving as Administrative Agent hereunder (and its successors and permitted assigns) shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for, and generally engage in any kind of business with, any Loan Party or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

9.03 **Exculpatory Provisions**.

(a) The Administrative Agent shall not have any duties or obligations except those expressly set forth in this Agreement and in the other Loan Documents. Without limiting the generality of the foregoing, the Administrative Agent:

(i) shall not by reason of this Agreement or any other Loan Document be a trustee or fiduciary for any Lender, regardless of whether a Default has occurred and is continuing;

(ii) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) and the Administrative Agent shall have the right, in the exercise of any such discretionary power hereunder, to seek clarification from and otherwise consult with the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); *provided* that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or Applicable Law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law; and

(iii) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any Loan Party or any of its Affiliates that is communicated to or obtained by the Person serving as Administrative Agent or any of its Affiliates in any capacity.

This Section 9.03(a) is intended solely for the benefit of the Administrative Agent and its successors and permitted assigns and is not intended to, and will not entitle, the other parties to this Agreement to any defense, claim, or counterclaim, or confer any rights or benefits on any other party to this Agreement.

(b) (i) The Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 11.03), and (ii) the Administrative Agent shall not be liable for any action taken or not taken by it in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and non-appealable judgment. The Administrative Agent shall not be deemed to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent in writing by the applicable Borrower or a Lender.

(c) The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into: (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

(d) The Administrative Agent shall not be accountable for the use or application by any Person of disbursements properly made by the Administrative Agent in conformity with the provisions of the Loan Documents or of the proceeds of Loans or other moneys received from the Loan Parties.

(e) The Administrative Agent shall not be liable for any action taken or not taken by the TEG Calculation Agent in accordance with its obligations under Section 2.08.

9.04 **Reliance by Administrative Agent**.

(a) The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person(s). The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person(s), and shall not incur any liability for relying thereon.

(b) In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan.

(c) The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

9.05 **Delegation of Duties**. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article IX shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the Loans as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

9.06 **Resignation of Administrative Agent**.

(a) The Administrative Agent may at any time give notice of its resignation to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower, to appoint a successor, which shall be a bank with an office in Mexico or an Affiliate of any such bank with an office in Mexico,

which shall not be incorporated or acting through an office situated in a Non-Cooperative Jurisdiction. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders or required by law due to any illegality in respect of the obligations incurred by the Administrative Agent under the Agreement) (the "Resignation Effective Date"), then the retiring Administrative Agent may (but shall not be obligated to), on behalf of the Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) If the Person serving as Administrative Agent is a Defaulting Lender pursuant to clause (e) of the definition thereof, the Required Lenders may, to the extent permitted by Applicable Law, by notice in writing to the Borrower and such Person, remove such Person as Administrative Agent and, in consultation with the Borrower (so long as no Default or Event of Default has occurred and is continuing), appoint a successor which shall not be incorporated or acting through an office situated in a Non-Cooperative Jurisdiction. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days (or such earlier day as shall be agreed by the Required Lenders) (the "Removal Effective Date"), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.

(c) A Borrower may, on no less than 30 days' prior notice to the Administrative Agent, require the Lenders to replace the Administrative Agent and appoint a replacement Administrative Agent if any amount payable under a Loan Document by a Loan Party established in France becomes not deductible from that Loan Party's taxable income for French tax purposes by reason of that amount (i) being paid or accrued to an Administrative Agent incorporated or acting through an office situated in a Non-Cooperative Jurisdiction or (ii) paid to an account opened in the name of that Administrative Agent in a financial institution situated in a Non-Cooperative Jurisdiction. In this case, the Administrative Agent shall resign and a replacement Administrative Agent shall be appointed by the Required Lenders (after consultation with the Borrower) within 30 days after notice of replacement was given.

(d) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable): (i) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (ii) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring or removed Administrative Agent, and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. The fees payable by the applicable Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise expressly agreed between the Borrower and such successor. After the retiring or removed Administrative Agent's resignation or removal hereunder and under the other Loan Documents, the provisions of this Article IX and Sections 2.08 and 11.03 shall

continue in effect for the benefit of such retiring or removed Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring or removed Administrative Agent was acting as Administrative Agent.

9.07 **Non-Reliance on Administrative Agent and Other Lenders**. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

9.08 **Lead Arrangers**. Anything herein to the contrary notwithstanding, the Lead Arrangers, solely in their capacity as Lead Arrangers, shall not have any liability or responsibility whatsoever under the Loan Documents, except in its capacity, as applicable, as Administrative Agent or a Lender hereunder.

9.09 **Administrative Agent May File Proofs of Claim**. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the applicable Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Sections 2.09 and 11.03) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, *visitador*, *conciliador*, *síndico*, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due to the Administrative Agent under Sections 2.09 and 11.03.

9.10 **Erroneous Payments**.

(a) If the Administrative Agent (x) notifies a Lender or any Person who has received funds on behalf of a Lender (any such Lender or other recipient (and each of their respective successors and assigns), a "Payment Recipient") that the Administrative Agent has determined in its sole discretion (whether or not after receipt of any notice under the immediately succeeding clause (b)) that any funds (as set forth in such notice from the Administrative Agent) received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously or mistakenly transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender or other Payment Recipient on its behalf) (any such funds, whether transmitted or received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "Erroneous Payment") and (y) demands in writing the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent pending its return or repayment as contemplated below in this Section 9.10 and held in trust for the benefit of the Administrative Agent, and such Lender, as the case may be, shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two (2) Business Days thereafter (or such later date as the Administrative Agent may, in its sole discretion, specify in writing), return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon (except to the extent waived in writing by the Administrative Agent) in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each Payment Recipient or any Person who has received funds on behalf of a Payment Recipient (and each of their respective successors and assigns), agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in this Agreement or in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates), or (z) that such Payment Recipient otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), then in each such case:

(i) it acknowledges and agrees that (A) in the case of immediately preceding clauses (x) or (y), an error and mistake shall be presumed to have been made (absent written confirmation from the Administrative Agent to the contrary) or (B) an error and mistake has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and

(ii) such Payment Recipient shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Business Day of its knowledge of the occurrence of any of the circumstances described in immediately preceding clauses (x), (y) and (z)) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Section 9.10(b).

For the avoidance of doubt, the failure to deliver a notice to the Administrative Agent pursuant to this Section 9.10(b) shall not have any effect on a Payment Recipient's obligations pursuant to Section 9.10(a) or on whether or not an Erroneous Payment has been made.

(c) Each Lender hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Lender, under any Loan Document with respect to any payment of principal, interest, fees or other amounts, against any amount that the Administrative Agent has demanded to be returned under clause (a) above.

(d) (i) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor in accordance with immediately preceding clause (c), from any Lender that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an "Erroneous Payment Return Deficiency"), upon the Administrative Agent's notice to such Lender at any time, then effective immediately (with the consideration therefor being acknowledged by the parties hereto), (A) such Lender shall be deemed to have assigned its Loans (but not its Commitments) with respect to which such Erroneous Payment was made (the "Erroneous Payment Impacted Class") in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of the Loans (but not Commitments)) of the Erroneous Payment Impacted Class, the "Erroneous Payment Deficiency Assignment") (on a cashless basis and such amount calculated at par *plus* any accrued and unpaid interest (with the assignment fee to be waived by the Administrative Agent in such instance)), and is hereby (together with the Loan Parties deemed to execute and deliver an Assignment and Assumption (or, to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an approved electronic platform as to which the Administrative Agent and such parties are participants)) with respect to such Erroneous Payment Deficiency Assignment, and such Lender shall deliver any Notes evidencing such Loans as the case may be, to the Borrower or the Administrative Agent (but the failure of such Person to deliver any such Notes shall not affect the effectiveness of the foregoing assignment), (B) the Administrative Agent as the assignee Lender shall be deemed to have acquired the Erroneous Payment Deficiency Assignment, (C) upon such deemed acquisition, the Administrative Agent as the assignee Lender shall become a Lender hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender shall cease to be a Lender hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitments which shall survive as to such assigning Lender, (D) the Administrative Agent, and the Loan Parties shall each be deemed to have waived any consents required under this Agreement to any such Erroneous Payment Deficiency Assignment, and (E) the Administrative Agent will reflect in the Register its ownership interest in the Loans subject to the Erroneous Payment Deficiency Assignment. For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender and such Commitments shall remain available in accordance with the terms of this Agreement.

(e) Subject to Section 11.05 (but excluding, in all events, any assignment consent or approval requirements (whether from the Loan Parties or otherwise)), the Administrative Agent may, in its discretion, sell any Loans acquired pursuant to an Erroneous Payment Deficiency Assignment and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender shall be reduced by the net proceeds of the sale of such Loan (or portion thereof), and the Administrative Agent shall retain all other rights, remedies and claims against such Lender (and/or against any recipient that receives funds on its respective behalf). For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender and such Commitments shall remain available in accordance with the terms of this Agreement. In addition, an Erroneous Payment Return Deficiency owing by the applicable Lender (x) shall be reduced by the proceeds of prepayments or repayments of principal and interest, or other distribution in respect of principal and interest, received by the Administrative Agent on or with respect to any such Loan (as applicable) acquired from such Lender pursuant to an Erroneous Payment Deficiency Assignment (to the extent that any such Loan is then owned by the Administrative Agent) and (y) may, in the sole discretion of the Administrative Agent, be reduced by any amount specified by the Administrative Agent in writing to the applicable Lender from time to time.

(f) The parties hereto agree that (x) irrespective of whether the Administrative Agent may be equitably subrogated, in the event that an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights and interests of such Payment Recipient (and, in the case of any Payment Recipient who has received funds on behalf of a Lender, to the rights and interests of such Lender, as the case may be) under the Loan Documents with respect to such amount (the "Erroneous Payment Subrogation Rights") (*provided* that the Obligations of the Loan Parties under the Loan Documents in respect of the Erroneous Payment Subrogation Rights shall not be duplicative of such Obligations in respect of the Loans that have been assigned to the Administrative Agent under an Erroneous Payment Deficiency Assignment) and (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Loan Parties; *provided* that this Section 9.10 shall not be interpreted to increase (or accelerate the due date for), or have the effect of increasing (or accelerating the due date for), the Obligations of the Loan Parties relative to the amount (and/or timing for payment) of the Obligations that would have been payable had such Erroneous Payment not been made by the Administrative Agent; *provided, further*, that for the avoidance of doubt, immediately preceding clauses (x) and (y) shall not apply to the extent any such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Loan Parties for the purpose of making such Erroneous Payment.

(g) To the extent permitted by Applicable Law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including, without limitation, any defense based on "discharge for value" or any similar doctrine.

(h) Each party's obligations, agreements and waivers under this Section 9.10 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

ARTICLE X

GUARANTY

10.01 **Guaranty**.

(a) For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Guarantor jointly and severally hereby unconditionally and irrevocably Guaranties the full and punctual payment and performance (whether at stated maturity, upon acceleration or otherwise) of all Obligations of the Borrower, in each case as primary obligor and not merely as surety and with respect to all such obligations howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due. This is a guaranty of payment and not merely of collection.

(b) All payments made by each Guarantor under this Article X shall be payable on demand in the manner required for payments by the applicable Borrower hereunder, including: (i) the obligation to make all such payments in Dollars or Pesos or Euros, as applicable, free and clear of, and without deduction for, any Taxes (including withholding taxes), (ii) the obligation to pay interest at the Default Rate and (iii) the obligation to pay all amounts due under the Loans in Dollars or Pesos or Euros, as applicable.

(c) Any term or provision of this Guaranty to the contrary notwithstanding, the aggregate maximum amount of the Obligations for which such Guarantor shall be liable under this Guaranty shall not exceed the maximum amount for which such Guarantor can be liable without rendering this Guaranty or any other Loan Document, as it relates to such Guarantor, void or voidable under Applicable Law relating to fraudulent conveyance or fraudulent transfer.

10.02 Guaranty Unconditional. The obligations of each Guarantor under this Article X shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by (except for Section 10.09):

(a) any extension, renewal, settlement, compromise, waiver or release in respect of any obligation(s) of any Loan Party under the Loan Documents and/or any Commitment(s) under the Loan Documents, by operation of law or otherwise (other than with respect to any such extension, renewal, settlement, compromise, waiver or release agreed in accordance with the terms hereunder as expressly applying to the obligations of each Guarantor under this Article X);

(b) any modification or amendment of or supplement to this Agreement or any other Loan Document (other than with respect to any modification, amendment or supplement agreed in accordance with the terms hereunder as expressly applying to the obligations of each Guarantor under this Article X);

(c) any release, impairment, non-perfection or invalidity of any collateral for the Obligations;

(d) any change in the corporate existence, structure or ownership of any Loan Party or any other Person, or any event of the type described in Section 8.01(f), Section 8.01(g) or Section 8.01(h) or Section 8.01(i) with respect to any Person;

(e) the existence of any claim, set-off or other rights that any Guarantor may have at any time against any Loan Party, the Administrative Agent, any Lender or any other Person, whether in connection herewith or with any unrelated transactions;

(f) any invalidity or unenforceability relating to or against any Loan Party for any reason of any Loan Document, or any provision of Applicable Law purporting to prohibit the performance by any Loan Party of any of its obligations under the Loan Documents (other than any such invalidity or unenforceability with respect solely to the obligations of each Guarantor under this Article X);

(g) any other act or omission to act or delay of any kind by any Loan Party, the Administrative Agent, the Collateral Agent, any Lender or any other Person; or

(h) any other circumstance whatsoever that might, but for the provisions of this Section 10.02, constitute a legal or equitable discharge of the obligations of any Loan Party, or of any guarantor or surety.

10.03 **Discharge Only Upon Payment in Full; Reinstatement in Certain Circumstances**. The obligations of each Guarantor hereunder shall remain in full force and effect until all of the Borrowers' obligations under the Loan Documents shall have been indefeasibly paid in full in cash or otherwise performed in full and all of the Commitments shall have terminated. If at any time any payment made under this Agreement or any other Loan Document is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, reorganization, *concurso mercantil*, dissolution, liquidation, or similar event of any Loan Party or any other Person, or upon or as a result of the appointment of a custodian, receiver, trustee, *síndico*, *liquidador* or other officer with similar powers with respect to any Loan Party or any other Person (or any part of its or their property), or otherwise, then the obligations of such Guarantor hereunder with respect to such payment shall be reinstated at such time as though such payment had been due but not made at such time.

10.04 **Waivers by each Guarantor; Reliance**.

(a) Each Guarantor hereby irrevocably and unconditionally waives, to the fullest extent permitted by Applicable Law: (i) notice of acceptance of the Guaranty provided in this Article X and notice of any liability to which this Guaranty may apply, (ii) all notices that may be required by Applicable Law or otherwise to preserve intact any rights of the Administrative

Agent or any Lender against any Loan Party, including, without limitation, any demand, presentment, protest, notice of default or non-payment or dishonor, the filing of claims with a court in the event of a bankruptcy or similar event with respect to any Loan Party, notice of any failure on the part of any Loan Party to perform or comply with any covenant, agreement, term, condition or provision of any Loan Document or any other agreement, and any other notice to any other party that may be liable in respect of the obligations Guaranteed hereby (including any Loan Party), (iii) any right to require the enforcement, assertion or exercise by the Administrative Agent or any Lender of any right, power, privilege or remedy conferred upon such Person, including, without limitation, any such rights, powers, privileges and remedies under the Loan Documents or otherwise, (iv) any requirement for diligence on the part of the Administrative Agent or any Lender, (v) to the fullest extent permitted by law, any right and/or privilege to which it may be entitled (A) to the extent applicable, and with respect solely to any party to this Agreement organized, existing and/or incorporated under the laws of Mexico, any benefit of *orden*, *excusión*, *división*, *quita, novación*, *espera* and/or *modificación* that it might otherwise have pursuant to Articles 2813, 2814, 2815, 2816, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2824, 2826, 2827, 2832, 2836, 2837, 2838, 2839, 2840, 2842, 2844, 2845, 2846, 2847, 2848 and 2849 of the Federal Civil Code (*Código Civil Federal*) and other related Articles of the Federal Civil Code, and the corresponding provisions of the Civil Codes of the states of Mexico and the Federal District (currently Mexico City), which are not reproduced herein because each Loan Party which is organized, existing and/or incorporated under the laws of Mexico, hereby expressly acknowledges that it is familiar with, and fully understands, such provisions and that these waivers do not imply that the Guaranty shall be deemed to be governed by Mexican law; and (B) to require that any Borrower be sued and all claims against such Borrower be completed prior to an action or proceeding being initiated against any of the Guarantors, (vi) any requirement that the Administrative Agent or any Lender exhaust any right, power, privilege or remedy, or mitigate any damages resulting from a default, under any Loan Document, or proceed to take any action against any collateral security or against any Loan Party or any other Person under or in respect of any Loan Document or otherwise, and (vii) any other act or omission or thing or delay in doing any other act or thing which might in any manner or to any extent vary the risk of such Guarantor or otherwise operate as a discharge of such Guarantor or in any manner lessen the obligations of such Guarantor hereunder. Each of the Guarantors hereby expressly and irrevocably represents that it has full knowledge about the content of such Articles described above, and therefore, such Articles are not required to be transcribed herein.

(b) Each Guarantor agrees and acknowledges that (i) the Administrative Agent and the Lenders and each holder of any Obligations may demand payment of, enforce and recover from any Guarantor or any other Person obligated for any or all of such guaranteed obligations in any order and in any manner whatsoever, without any requirement that the Administrative Agent, any Lender or any such other holder seek to recover from any particular Guarantor or other Person first or from any Guarantors or other Persons pro rata or on any other basis, and (ii) it will receive direct or indirect benefits from the financing granted under this Agreement, through the execution and delivery of this Agreement and any other Loan Document to which such Guarantor is a party.

(c) Each Guarantor hereby assumes responsibility for keeping itself informed of the financial condition of the Loan Parties and each other Guarantor and any other guarantor, maker or endorser of any Obligation or any part thereof, and of all other circumstances bearing upon the risk of non-payment of any Obligation or any part thereof that diligent inquiry

would reveal, and each Guarantor hereby agrees that neither the Administrative Agent nor any Lender shall have any duty to advise any Guarantor of information known to it regarding such condition or any such circumstances. In the event the Administrative Agent or any Lender, in its sole discretion, undertakes at any time or from time to time to provide any such information to any Guarantor, the Administrative Agent or such Lender, as applicable, shall be under no obligation to (a) undertake any investigation not a part of its regular business routine, (b) disclose any information that the Administrative Agent or such Lender, as applicable, pursuant to accepted or reasonable commercial finance or banking practices, wishes to maintain confidential or (c) make any future disclosures of such information or any other information to any Guarantor. In addition, it is not necessary for the Administrative Agent or any Lender to inquire into the capacity or powers of any Borrower or any Guarantor or the officers, employees, directors, representatives or any agents acting or purporting to act on behalf of any Borrower or any Guarantor.

(d) Without limiting the generality of the foregoing, the Administrative Agent and each Lender is hereby authorized, without notice to, or demand upon, any Guarantor and without discharging or otherwise affecting the obligations of any Guarantor hereunder and without incurring any liability hereunder, from time to time, to do each of the following: (a) renew, compromise, extend, accelerate or otherwise change the time for payment of, all or any part of the Obligations, the Loan Documents or any other instrument referred to therein; (b) amend, modify or change any of the representations, warranties, covenants, events of default or any other terms or conditions of or pertaining to the Obligations, the Loan Documents or any other instrument referred to therein, including, without limitation, decreases or increases in amounts of principal, rates of interest, fees or any other obligation, and any waiver or consent to non-compliance with any Obligation; (c) to take and hold security for the payment of the Obligations, the Loan Documents or any other instrument referred to therein, for the performance of this Guaranty or otherwise for the Obligations, and to exchange, enforce, waive, subordinate and release any such security; (d) to apply any such security, and to direct the order or manner of sale thereof, as the Administrative Agent may determine in its sole discretion; (e) to obtain additional or substitute endorsers or guarantors or release any other Guarantor or any other Person primarily or secondarily liable in respect of the Obligations; (f) to exercise or refrain from exercising any rights against any Loan Party or any other Person; and (g) to apply any sums by whomsoever paid or however realized to the payment of the Obligations and all other obligations owed hereunder.

10.05 **Subrogation, Subordination, Etc**.

(a) Upon a Guarantor making any payment under this Article X, such Guarantor shall be subrogated to the rights of the payee against the Borrower with respect to such obligation; *provided* that such Guarantor shall not enforce any payment by way of subrogation, indemnity, reimbursement, contribution or otherwise, or exercise any other right, against any Loan Party (or otherwise benefit from any payment or other transfer arising from any such right) so long as any obligations under the Loan Documents (other than ongoing but not yet incurred indemnity obligations) remain unpaid and/or unsatisfied. Furthermore, and only with respect to a Guarantor organized, existing and/or incorporated under the laws of Mexico, hereby expressly waives all rights of subrogation provided in Article 2830 of the Federal Civil Code (*Código Civil Federal*) and the correlative articles of the civil code of each political subdivision of Mexico (including Mexico City) and any Luxembourg Guarantor waives any and all rights arising now or in the future under the laws of Luxembourg including (without limitation) pursuant to Articles 2036, 2037,

1251, 1285, 2022, 2026, 2028 (and following) of the Luxembourg Civil Code until the indefeasible payment in full in cash of all Obligations and the termination of any and all agreements under which any Lender or the Administrative Agent is committed to provide extensions of credit.

(b) Each Guarantor hereby subordinates the payment of all Debt and other obligations of the other Loan Parties, whether now existing or hereafter arising, including, without limitation, all rights and claims described in Section 10.05(a), to the indefeasible payment in full in cash of all of the Obligations and the termination of all Commitments. If the Administrative Agent or the Required Lenders so request, any such Debt or other obligations shall be enforced, and performance received by such Guarantor as trustee for the Lenders, and the proceeds thereof shall be paid over to the Administrative Agent promptly, in the form received (together with any necessary endorsements) to be applied to the Obligations, whether matured or unmatured, as may be directed by the Administrative Agent, but without reducing or affecting in any manner the liability of any Guarantor hereunder.

(c) If any amount or other payment is made to or accepted by any Guarantor in violation of any of the preceding clauses (a) and (b) of this Section 10.05, such amount shall be deemed to have been paid to such Guarantor for the benefit of, and held in trust for the benefit of, the Administrative Agent and the Lenders and shall be paid over to the Administrative Agent promptly, in the form received (together with any necessary endorsements) to be applied to the Obligations, whether matured or unmatured, as may be directed by the Administrative Agent, but without reducing or affecting in any manner the liability of any Guarantor hereunder.

10.06 **Stay of Acceleration**. If acceleration of the time for payment of any amounts payable under the Loan Documents is stayed due to any event described in Section 8.01(f), Section 8.01(g) or Section 8.01(h) or Section 8.01(i), then all such amounts otherwise subject to acceleration under this Agreement shall nonetheless be payable by each Guarantor hereunder immediately upon demand by the Administrative Agent.

10.07 **Guarantor Release Date**. Upon the occurrence of each Guarantor Release Date, the obligations of Aerodrome under this Agreement and under the other Loan Documents (assuming, for purposes of this Section 10.07 that Aerodrome has become a Guarantor in accordance with Section 6.15) shall terminate automatically (subject to any provision that by its terms expressly survives termination hereof), without delivery of any instrument or performance of any act by any party hereto or any other party to the Loan Documents.

10.08 **Bankruptcy, Etc**.

(a) So long as any Obligations remain outstanding, no Guarantor shall, without the prior written consent of the Administrative Agent (acting upon instruction of the Required Lenders), commence or join with any other Person in commencing any bankruptcy, insolvency, reorganization, liquidation, receivership, arrangement or similar case or proceeding of or against any Loan Party. The obligations of the Guarantors hereunder shall not be reduced, limited, impaired, discharged, deferred, suspended or terminated by any case or proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, reorganization, liquidation, receivership, arrangement or similar case or proceeding of any Loan Party or by any defense which any Loan Party may have by reason of the order, decree or decision of any court or administrative body resulting from any such case or proceeding.

(b) Each Guarantor acknowledges and agrees that any interest on any portion of the Obligations which accrues after the commencement of any case or proceeding referred to in clause (a) above (or, if interest on any portion of the Obligations ceases to accrue by operation of law by reason of the commencement of any such case or proceeding, such interest as would have accrued on such portion of the Obligations if such case or proceeding had not been commenced) shall be included in the Obligations because it is the intention of the Guarantors, the Administrative Agent and the Lenders that the Obligations which are guaranteed by the Guarantors pursuant hereto should be determined without regard to any law or order which may relieve any Guarantor or other Loan Party of any portion of such Obligations. The Guarantors will permit any trustee in bankruptcy, receiver, debtor in possession, assignee for the benefit of creditors or similar Person to pay to the Administrative Agent, for itself and for the benefit of the Lenders, or allow the claim of the Administrative Agent in respect of, any such interest accruing after the date on which such case or proceeding is commenced.

10.09 **Luxembourg Limitations**. The payment undertaking or obligations of any of the Guarantors which is organized, existing and/or incorporated in Luxembourg ("Luxembourg Guarantor") in respect of the obligations of any Loan Party that is not a direct or indirect Subsidiary of such Luxembourg Guarantor, shall be limited at any time without double counting to an aggregate amount not exceeding the higher of:

(a) 90 per cent of the sum of that Luxembourg Guarantor's own funds (*capitaux propres*) (as referred to in Annex 1 to the Grand Ducal Regulation dated 18 December 2015 determining the form and contents of the balance sheet and the profit and loss account and enforcing the Luxembourg law dated 19 December 2002 concerning the trade and companies register and the accounting and annual accounts of undertakings (the "Luxembourg RCS")) as increased by its debt which is subordinated in right of payment (*dettes subordonnées*) (as referred to in account 191 of the standard chart of accounts attached to the Grand Ducal Regulation dated 10 June 2009 setting out the form and content of a standard chart of accounts, as the same may amended or replaced (the "Own Funds") (whether generally or specifically) including any Intra-Group Liabilities (as defined below) (the "Lux Subordinated Debt"), each as reflected in that Luxembourg Guarantor's latest duly approved annual accounts and other relevant documents available to the Administrative Agent at the date of this Agreement; and

(b) 90 per cent of the sum of that Luxembourg Guarantor's Own Funds as increased by its Lux Subordinated Debt (including any Intra-Group Liabilities), as determined on the date of effective adherence of the Luxembourg Guarantor to this Agreement.

In deviation from the Luxembourg RCS Law, the sum of the Luxembourg Guarantor's Own Funds shall, upon request of the Administrative Agent, be determined by an independent expert appointed by the Administrative Agent (at the cost of the Luxembourg Guarantor) based on the fair value (rather than the book value) of the relevant assets of that Luxembourg Guarantor. If the Administrative Agent does not make use of its right to appoint an independent expert, the Luxembourg Guarantor's Own Funds will be determined on the basis of the last annual accounts (approved by shareholders' meeting) and other relevant documents available and satisfactory to the Administrative Agent.

For the purposes of this Section 10.09, "Intra-Group Liabilities" means all existing liabilities owed by the Luxembourg Guarantor to any other member of the group.

The limitations set forth in this Section 10.09 shall not apply (a) where the Luxembourg Guarantor guarantees the payment obligations of any of the Loan Parties that is a direct or indirect Subsidiary of that Luxembourg Guarantor and/or (b) for any amounts owed by any of the Loan Parties that is not a direct or indirect Subsidiary of that Luxembourg Guarantor provided that such amounts have been on-lent or otherwise made available to that Luxembourg Guarantor or any direct or indirect Subsidiary of that Luxembourg Guarantor.

The obligations of any Luxembourg Guarantor under this Section 10.09 shall not include any obligations which if incurred would constitute a misuse of corporate assets (*abus de biens sociaux*) as described in article 1500-11 of the Luxembourg law of 10 August 1915 on commercial companies, as amended from time to time.

ARTICLE XI

MISCELLANEOUS

11.01 **Delay or Omission**. No failure on the part of the Administrative Agent to exercise and no delay or omission in exercising, and no course of dealing with respect to, any right, power or privilege under any Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under any Loan Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies provided in the Loan Documents are cumulative and not exclusive of any other remedies provided by Applicable Law.

11.02 **Notices; Effectiveness; Electronic Communications**.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in clause (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier or email as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to a Loan Party or the Administrative Agent, to the address, telecopier number, email address or telephone number specified for such Person on Schedule VII;

(ii) if to any Lender, to the address, telecopier number, email address or telephone number specified in its Administrative Questionnaire.

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by telecopier or email shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in clause (b) below shall be effective as provided in such clause (b).

(b) Electronic Communications.

(i) Notices and other communications to the Lenders may be delivered or furnished by electronic communication (including email and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; *provided* that the foregoing shall not apply to notices to any Lender pursuant to Schedule VII if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or any Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications.

(ii) Unless the Administrative Agent otherwise prescribes: (A) notices and other communications sent to an email address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgement); *provided* that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient and (B) notices or communications posted to an Internet or intranet website shall be deemed received upon the receipt by the intended recipient at its email address as described in the foregoing sub-clause (A) of notification that such notice or communication is available and identifying the website address therefor.

(iii) Each Borrower hereby agrees, unless directed otherwise by the Administrative Agent or unless the email address referred to below has not been provided by the Administrative Agent to such Borrower, that it will provide to the Administrative Agent all information, documents and other materials that it is obligated to furnish to the Administrative Agent pursuant to the Loan Documents or to the Lenders under Article VI, including all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication that: (A) is or relates to the Notice of Borrowing, (B) relates to the payment of any principal or other amount due under this Agreement prior to the scheduled date therefor, (C) provides notice of any Default or Event of Default under this Agreement or any other Loan Document or (D) is required to be delivered to satisfy any condition precedent to the effectiveness of this Agreement and/or any Borrowing or other extension of credit hereunder (all such non-excluded communications being referred to herein collectively as "Communications"), by transmitting the Communications in an electronic/soft medium that is properly identified in a format acceptable to the Administrative Agent to an email address as directed by the Administrative Agent. In addition, each Borrower agrees to continue to provide the Communications to the Administrative Agent or the Lenders, as the case may be, in the manner specified in the Loan Documents but only to the extent requested by the Administrative Agent.

(iv) Each Borrower hereby acknowledges that: (A) the Administrative Agent may, but shall not be obligated to, make available to the Lenders materials and/or information provided by or on behalf of each Loan Party hereunder (collectively, the "Borrower Materials") by posting the Borrower Materials on Debt Domain, Intralinks, Syndtrak or a substantially similar electronic transmission system (the "Platform") and (B) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to such Borrower or its securities) (each, a "Public Lender"). Each Borrower hereby agrees that: (1) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (2) by marking Borrower Materials "PUBLIC," each Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as not containing any material non-public information with respect to such Borrower or its securities for purposes of U.S. federal and state securities laws (*provided* that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 11.23); (3) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated as "Public Investor"; and (4) the Administrative Agent shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not marked as "Public Investor." Notwithstanding the foregoing, the following Borrower Materials shall be marked "PUBLIC," unless the applicable Borrower notifies the Administrative Agent promptly that any such document contains material non-public information: (x) the Loan Documents, (y) notification of changes in the terms of the Loans and (z) all information delivered pursuant to Section 6.01, or Section 6.02.

(v) Each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and Applicable Law, including U.S. Federal and state securities laws, to make reference to Communications that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to each Borrower or its securities for purposes of U.S. Federal or state securities laws.

(c) The Platform. The Platform is provided "as is" and "as available." The Agent Parties (as defined below) do not warrant the adequacy or completeness of the Borrower Materials or the adequacy of the Platform, and expressly disclaim liability for errors or omissions in the Borrower Materials. No warranty of any kind, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-

infringement of third-party rights or freedom from viruses or other code defects, is made by any Agent Party in connection with the Borrower Materials or the Platform. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to or the other Loan Parties, any Lender or any other Person or entity for damages of any kind, including, without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of the Borrowers', any other Loan Party's or the Administrative Agent's transmission of the Borrower Materials through the Platform.

(d) Change of Address, Etc. Each Loan Party and the Administrative Agent may change its address, telecopier, telephone number or email address for notices and other communications hereunder by notice to the other parties hereto. Each Lender may change its address, telecopier, telephone number or email address for notices and other communications hereunder by notice to the Borrowers and the Administrative Agent. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record: (i) an effective address, contact name, telephone number, telecopier number and email address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender.

(e) Reliance by Administrative Agent and Lenders. The Administrative Agent and the Lenders shall be entitled to rely and act upon any notices purportedly given by or on behalf of any Borrower even if: (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. Each Borrower shall indemnify the Administrative Agent, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of any Borrower. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

11.03 **Expenses; Indemnity; Damage Waiver**.

(a) Costs and Expenses. Whether or not the transactions contemplated in this Agreement and the other Loan Documents are consummated, each Loan Party, jointly and severally agrees to pay: (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent, the Lead Arrangers, the Lenders (including, without limitation, the fees and expenses of, or any other amount payable by any Lender to, the TEG Calculation Agent) and their respective Affiliates (including any fees due under any Fee Letter, in each case, as set forth therein, the fees and expenses of one United States, Luxembourg, Mexican and French counsel to Lead Arrangers, and printing, reproduction, document delivery, communication and travel costs) in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents, or any amendments, modifications or waivers of the provisions hereof or thereof; *provided* that the Loan Parties shall not be required to pay or reimburse any such costs and expenses (other than fees, charges and disbursements of legal counsel), individually or in excess of U.S.$10,000, to the extent incurred without the prior written consent of the Sponsor, and (ii) all out-of-pocket costs and expenses incurred by the Administrative Agent, the Collateral Agent or any Lender (including, without limitation, the fees, charges and disbursements of any

counsel for the Administrative Agent or any Lender) in connection with (x) the enforcement or protection of its rights under the Loan Documents (including, without limitation, its rights under this Section 11.03 and under the Collateral), or any enforcement, defense or collection proceedings (including, without limitation, determining whether or how to enforce, defend, collect or foreclose), (y) any breach by any Loan Party of any representation, warranty, certification, covenant, term or condition in, or the occurrence of any default under, any Loan Document or any other instrument referred to therein, together with all expenses resulting from the compromise or defense of any claims or liabilities arising as a result of any such breach or default, or (z) the Loans and the use or proposed use of proceeds thereof, including, without limitation, all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Loans.

(b) Indemnification by the Loan Parties. Each Loan Party, jointly and severally, shall indemnify the Administrative Agent (and any sub-agent thereof), the Lead Arrangers, each Lender and each Related Party of any of the foregoing Persons (each of the foregoing Persons, an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities, costs and expenses (including, without limitation, the fees, charges and disbursements of any counsel for any Indemnitee) incurred by any Indemnitee or asserted against any Indemnitee by any Person (including any Borrower or any other Loan Party) arising out of, in connection with, or as a result of, or in any way relating to: (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, or any hedging arrangement related thereto, the performance by the parties hereto or thereto of their respective obligations hereunder or thereunder, or any of the transactions contemplated hereby or thereby (including, without limitation, any breach by any Loan Party of any representation, warranty, certification, covenant, terms or condition, or the occurrence of any default under, any Loan Document or any instrument referred to therein), (ii) any Loan or the use or proposed use of the proceeds therefrom, (iii) the validity, legality, enforceability or binding effect of any Loan Document or any instrument referred to therein, (iv) any actual or alleged presence or Release of Hazardous Materials on or from any property owned or operated by any Loan Party or any Environmental Liability related in any way to any Loan Party, (v) enforcing or defending (or determining whether or how to enforce or defend) the provisions of any Loan Document or (vi) any actual or prospective claim, action, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by any Borrower or any other Loan Party, and regardless of whether any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses: (A) are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or (B) result from a claim brought by any Borrower or any other Loan Party against an Indemnitee for breach in bad faith of such Indemnitee's material obligations hereunder or under any other Loan Document, if any Borrower or such Loan Party has obtained a final and non-appealable judgment in its favor on such claim as determined by a court of competent jurisdiction. To the extent that any undertaking in this clause may be unenforceable because it is violative of any Applicable Law or public policy, each Loan Party shall contribute the maximum portion that it is permitted to pay and satisfy under Applicable Law to the payment and satisfaction of such undertaking.

(c) Reimbursement by Lenders. To the extent that a Borrower for any reason fails to indefeasibly pay any amount required under clause (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof) or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent) or such Related Party, as the case may be, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought based on each Lender's Applicable Percentage at such time) of such unpaid amount (including any such unpaid amount in respect of a claim asserted by such Lender); *provided* that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) in its capacity as such or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) in connection with such capacity. The obligations of the Lenders under this clause (c) are subject to the provisions of Section 2.12(e).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by Applicable Law, no Loan Party shall assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Indemnitee referred to in clause (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(e) Payments. All amounts due under this Section 11.03 shall be due and payable not later than 30 days after demand therefor.

(f) Survival. Each party's obligations under this Section 11.03 shall survive the termination of the Loan Documents and payment of the obligations hereunder.

11.04 Amendments, Etc. Except as otherwise expressly provided in this Agreement, any provision of this Agreement may be modified, supplemented or waived only in an agreement in writing signed by the Borrower and the Required Lenders (or the Administrative Agent upon the instruction of the Required Lenders); *provided* that no such agreement shall:

(a) waive or amend any condition set forth in Section 4.01, Section 4.02 or Section 4.03, in each case, without the written consent of each Lender directly affected thereby;

(b) increase the Commitment of any Lender without the written consent of such Lender;

(c) reduce the principal amount of any Loan or reduce the rate of interest thereon or reduce any interest, fees or premiums payable hereunder, without the written consent of each Lender directly affected thereby;

(d) postpone any scheduled date of payment of the principal amount of any Loan or any date for the payment of any interest, fees, premiums or other Obligations payable hereunder or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender directly affected thereby;

(e) change Section 2.13 in a manner that would alter the manner in which payments are shared, without the written consent of each Lender;

(f) except to the extent otherwise expressly permitted hereunder, release any Guarantor from its obligation under its Guaranty hereunder without the written consent of each Lender;

(g) change any of the provisions of this Section or the definition of "Required Lenders" or any other provision of any Loan Document specifying the number or percentage of Lenders required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender;

(h) impose any obligation on any Lender without the consent of such Lender;

(i) change any provision of this Agreement or any other Loan Document in a manner that by its terms adversely affects the priority in respect of payments due to the Tranche A Lenders, the Tranche B Lenders, the Tranche C Lenders or the DSRF Lenders differently from the other Lenders, without the consent of each Lender directly and adversely affected thereby;

(j) subordinate all or part of the Obligations to any other Debt; or

(k) release all or substantially all of the Collateral in any transaction or series of related transactions (other than as expressly permitted by the Security Documents), in each case without the written consent of each Lender;

provided, further, that (i) no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent hereunder or under any other Loan Document without the prior written consent of the Administrative Agent; and (ii) any Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the corresponding parties thereto. Notwithstanding anything to the contrary herein, no Commitment of any Defaulting Lender may be increased or extended without the consent of such Lender.

11.05 **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that no Borrower may assign or transfer any of its rights or obligations under this Agreement or any other Loan Document without the prior written consent of each Lender (any attempt to do so being null and void ab initio).

11.06 **Third-Party Beneficiaries**. This Agreement is made and entered into for the sole protection and legal benefit of the parties hereto and their respective successors and permitted assigns (all of which, if not parties hereto, are third-party beneficiaries hereof for purposes of enforcing their respective rights hereunder) and no other Person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement.

11.07 **Assignments and Participations**.

(a) Any Lender may assign all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) to (x) any Lender or (y) with the prior written consent (not to be unreasonably withheld or delayed) of the Administrative Agent (*provided* that no such consent of the Administrative Agent shall be required if an Event of Default exists), to any other Person, in each case, subject to the following conditions:

(i) the consent (such consent not to be unreasonably withheld or delayed) of the Borrowers shall be required; *provided* that the Borrowers shall be deemed to have consented to any assignment unless they have objected thereto by written notice to the Administrative Agent within fifteen (15) days after having received notice thereof; *provided, further*, that no consent of the Borrowers shall be required for an assignment if an Event of Default has occurred and is continuing at the time of such assignment. Notwithstanding anything herein to the contrary in this clause (i), (A) except in case an Event of Default (other than a Non-Material Default) has occurred and is continuing at the time of such assignment, no Lender may assign all or a portion of its rights and obligations under this Agreement to a Vulture Fund and (B) no transfer, sub-participation or subcontracting in relation to a Commitment to a Borrower established in France may be effected to a new Lender incorporated or acting through a Lending Office situated in a Non-Cooperative Jurisdiction without the prior consent of the relevant Borrower, which shall not be unreasonably withheld.

(b) Assignments shall be subject to the following conditions:

(i) any such partial assignment (other than to another Lender, an Affiliate of a Lender or an Approved Fund) shall not be in an amount less than (w) with respect to any assignment relating to the Tranche A Facility, MXN100,000,000, (x) with respect to any assignment relating to the Tranche B Facility, MXN100,000,000, (y) with respect to any assignment relating to the Tranche C Facility, MXN100,000,000 and (z) with respect to any assignment relating to the DSRF Facility, MXN50,000,000; *provided* that concurrent assignments to an assignee and one or more other assignees that are: (1) Affiliates of such assignee or (2) related Approved Funds will be treated as a single assignment for purposes of determining whether such minimum amount has been satisfied;

(ii) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitments assigned;

(iii) upon each such assignment, the assignor and assignee shall deliver a duly completed and executed Assignment and Assumption to the Administrative Agent;

(iv) unless it is a Lender prior to such assignment, the assignee shall deliver to the Administrative Agent an Administrative Questionnaire and all applicable tax forms;

(v) the assignee shall deliver to the Administrative Agent such documentation and evidence as is reasonably requested by the Administrative Agent (for itself or on behalf of any Lender) or any Lender in order for the Administrative Agent or such Lender to carry out all necessary "know your customer" or other checks in relation to the identity of the assignee that it is required to carry out in relation to the transactions contemplated in the Loan Documents;

(vi) the Administrative Agent and/or any such Lender shall be satisfied with the results of all "know your client" or other checks; *it being understood* that nothing in the Agreement shall oblige the Administrative Agent to carry out any "know your customer" or other checks in relation to the identity of any Person on behalf of any Lender and each Lender shall be solely responsible for any such checks it is required to carry out and may not rely on any statement in relation to such checks made by the Administrative Agent or by any Person to the Administrative Agent;

(vii) no such assignment shall be made to: (1) any of the Loan Parties or any of their respective Affiliates or (2) any Defaulting Lender or any of its Subsidiaries or any Person that, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this sub-clause (2);

(viii) in connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or sub-participations or other compensating actions, including funding, with the consent of each Borrower and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to: (1) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent and each other Lender hereunder (and interest accrued thereon) and (2) acquire (and fund as appropriate) its full pro rata share of all Loans in accordance with its Applicable Percentages; notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under Applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs;

(ix) for so long as no Event of Default shall have occurred and is continuing at the time of such assignment, no Loan Party shall be required to pay to any assignee Lender amounts pursuant to Section 3.04(a) in excess of the maximum amounts that the Loan Parties would have been obligated to pay to the assigning Lender if the assigning Lender had not assigned such Loan to such assignee, unless the circumstances giving rise to such excess payment result from a Change in Law after the date of such assignment;

(x) no such assignment shall be made to any Person that is not a national of, or organized or formed under the laws of, Mexico (except with the consent of the Administrative Agent); and

(xi) any such Assignment shall be promptly notified to the relevant Borrower in writing.

(c) Upon the effective date of the assignment to be effected by an Assignment and Assumption and register thereof pursuant to clause (d) below, the assignee shall have, to the extent of such assignment, the obligations, rights and benefits of a Lender hereunder holding the Commitment or Loans (or portion thereof) assigned to it and specified in such Assignment and Assumption (in addition to the Commitment or Loans, if any, theretofore held by such assignee) and the assigning Lender shall, to the extent of such assignment of its Commitment, be released from the Commitment (or portion thereof) so assigned; *provided* that, except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender. Within five (5) Business Days after the applicable Borrower receives a notice that the Administrative Agent has received and accepted an executed Assignment and Assumption and received each applicable original predecessor Note (as described below), the applicable Borrower, as issuer, and each Guarantor incorporated under the laws of Mexico, *por aval* (and, if applicable, each other Guarantor), shall execute and deliver to the Administrative Agent (for delivery to the relevant assignee Lender) a new Note evidencing such assignee Lender's assigned Loans and Commitments and, if the assignor Lender has retained Loans and Commitments hereunder (and if requested by such Lender), a replacement Note in the principal amount of the Loans and Commitments retained by the assignor Lender hereunder (such Note to be in exchange for, but not in payment of, the predecessor Note previously held by such assignor Lender). Each such Note shall be dated the date of the predecessor Note. The assignor Lender shall have marked each predecessor Note "exchanged" and delivered each of them to the Administrative Agent. Accrued interest on that part of each predecessor Note evidenced by a new Note, and accrued fees, shall be paid as provided in the Assignment and Assumption. Accrued interest on that part of each predecessor Note evidenced by a replacement Note shall be paid to the assignor Lender. Accrued interest and accrued fees shall be paid at the same time or times provided in the predecessor Note and in this Agreement. Upon its receipt of an Assignment and Assumption executed by an assigning Lender and an assignee together with (except in the case of an assignment by a Lender to an Affiliate of such Lender) payment by the assignee Lender to the Administrative Agent of an assignment fee of US$3,500 (which fee may be waived or reduced in the sole discretion of the Administrative Agent), the Administrative Agent shall: (x) promptly accept such Assignment and Assumption and (y) on the effective date determined pursuant thereto, record the information contained therein in the Register and give notice of such acceptance and recordation to the assigning Lender, its assignee and the applicable Borrower.

(d) The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain at its address referred to in Section 11.02 a copy of each Assignment and Assumption delivered to it and a register (the "Register") for the

recordation of the names and addresses of the Lenders and the principal amounts (and stated interest) of the Commitments of, or Loans owing to, each Lender from time to time. The entries in the Register shall be conclusive absent manifest error, and the parties hereto shall treat each Person whose name is recorded in the Register as the owner of a Loan or other obligations hereunder as the owner thereof for all purposes of this Agreement and the other Loan Documents, notwithstanding any notice to the contrary. Any assignment of any Loan or other obligation hereunder shall be effective only upon appropriate entries with respect thereto being made in the Register. The Register shall be available for inspection by the parties hereto at any reasonable time (in each case during the normal business hours of the Administrative Agent) and from time to time upon reasonable prior notice.

(e) Any Lender may at any time, without the consent of, or notice to, the Loan Parties or the Administrative Agent, sell participations or enter into any other agreement to transfer the risk to one or more financial institutions or other entities (other than a natural Person, the Loan Parties or any of the Loan Parties' Affiliates or any Vulture Fund) (each a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); *provided* that: (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Loan Parties, the Administrative Agent and Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under Section 3.04(d) with respect to any payments made by such Lender to its Participant. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 11.04 that affects such Participant. The Loan Parties agree that each Participant shall be entitled to the benefits of Sections 3.01 and 3.04 (subject to the requirements and limitations therein, including the requirements under Section 3.04(f) (*it being understood* that the documentation required under Section 3.04(f) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 11.07(c); *provided* that such Participant (A) agrees to be subject to the provisions of Sections 3.06 as if it were an assignee under clause (a) of this Section 11.07; and (B) shall not be entitled to receive any greater payment under Sections 3.01 or 3.04, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of Section 3.06 with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 2.13 as though it were a Lender; *provided* that such Participant agrees to be subject to Section 2.13 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Loan Parties, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); *provided* that no Lender shall have any obligation to disclose all or any portion of

the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(f) In addition to the assignments, participations and risk transfers permitted under this Section 11.07, any Lender may, without notice or consent of the Administrative Agent or any other Person and without payment of any fee: (i) pledge or assign a security interest in all or any portion of its rights under this Agreement and the other Loan Documents to secure obligations of such Lender, including any pledge or assignment to secure obligations to a federal reserve bank or the central bank of its relevant jurisdiction (ii) enter into an agreement with one or more financial entities that transfers or hedges the risk of non-payment under the Loan Documents or both; *provided* that no Lender shall be released from its obligations under this Agreement or the other Loan Documents by having entered into any such transactions.

(g) Each party agrees that upon a transfer of rights and obligations, or an assignment of rights and obligations, or a novation of rights and obligations under this Agreement or any Loan Documents, by an existing Lender to a new Lender, in each case completed in accordance with this Section 11.07 and all other relevant provisions of the Loan Documents, any Lien created under the Security Documents and/or guaranty given under the Loan Documents shall be maintained for the benefit of the Collateral Agent, the new Lender and the remaining Secured Creditors as and to the extent contemplated by the Loan Documents, including, for the purposes of articles 1278 and 1281 of the Luxembourg Civil Code.

11.08 **Survival**. The obligations of the Borrower under Sections 3.01, 3.03, 3.04 and 11.03 and the obligations of the Lenders under Section 11.03(c), shall survive the repayment of the Loans and the termination of the Commitments; *provided* that each Lender's obligations under Section 11.03(c) shall only apply to the extent that the event with respect to which any indemnification is payable thereunder occurred at the time that such Lender maintained a Loan or Commitment hereunder.

11.09 **Captions**. The table of contents and captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

11.10 **Counterparts**. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and

validly delivered and be valid and effective for all purposes to the fullest extent permitted by Applicable Law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement. Each of the parties hereto represents and warrants to the other parties hereto that it has the corporate or other organizational capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in that party's constitutive documents.

11.11 **Governing Law**. THIS AGREEMENT, THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (NOT INCLUDING SUCH STATE'S CONFLICT OF LAWS PROVISIONS OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

11.12 **Jurisdiction, Service of Process and Venue**.

(a) Each of the parties hereto irrevocably and unconditionally agrees and accepts that any suit, action or proceeding against such party with respect to this Agreement, the other Loan Documents (except for the Loan Documents governed by Mexican law) to which it is a party or any judgment against such party entered by any court in respect thereof may be brought in the courts of the State of New York in the Borough of Manhattan, and the United States District Court for the Southern District of New York, and appellate courts from any thereof, and each of the parties hereto hereby expressly and irrevocably submits to the exclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment and expressly and irrevocably waives its right to any other jurisdiction that may apply or to which it may be entitled by virtue of its present or future domicile or place of residence or by any other reason.

(b) Each Loan Party hereby irrevocably designates and appoints (i) Cogency Global Inc. (the "Process Agent"), with an office on the Closing Date at 122 East 42nd Street, 18th Floor, New York, New York 10168, United States of America as its agent and true and lawful attorney-in-fact in its name, place and stead to accept on its behalf service of copies of the summons and complaint and any other process that may be served in any such suit, action or proceeding brought in any court referred to in clause (a), and (ii) as its conventional address the address of the Process Agent referred above or any other address notified in writing in the future by the Process Agent to such Loan Party, to receive on its behalf service of all process in any proceedings brought pursuant to the Loan Documents in any court, such service being hereby acknowledged by such Loan Party to be effective and binding service in every respect, and agrees that the failure of the Process Agent to give any notice of any such service of process to it shall not impair or affect the validity of such service or, to the extent permitted by Applicable Law, the enforcement of any judgment based thereon. Each Loan Party shall maintain such appointment until the satisfaction in full of all Obligations, except that if for any reason the Process Agent appointed hereby ceases to be able to act as such, then each Loan Party shall, by an instrument reasonably satisfactory to the Administrative Agent, appoint another Person in the Borough of Manhattan as such Process Agent subject to the approval of the Administrative Agent. Each Loan Party covenants and agrees that it shall take any and all reasonable action, including the execution and filing of any and all documents that may be necessary to continue the designation of the Process Agent pursuant to this paragraph in full force and effect and to cause the Process Agent to act as such.

(c) Each Loan Party hereby (i) consents to the service of process in any suit, action or proceeding in the manner provided for notices in Section 11.02 and (ii) agrees that nothing herein shall in any way be deemed to limit the ability of any Person to serve any process or summons in any manner permitted by Applicable Law.

(d) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of the venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents brought in any court referred to in clause (a) of this Section 11.12 and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(e) To the extent that any Loan Party may be entitled to the benefit of any provision of law requiring the Administrative Agent or any Lender in any suit, action or proceeding brought in a court of Mexico or other jurisdiction arising out of or in connection with this Agreement, any other Loan Document or any of the transactions contemplated hereby or thereby, to post security for litigation costs or otherwise post a performance bond or guaranty, or to take any similar action, each Loan Party hereby waives such benefit, in each case to the fullest extent now or hereafter permitted under the laws of Mexico or, as the case may be, such other jurisdiction.

11.13 **Waiver of Jury Trial**. EACH OF THE PARTIES HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM, ACTION, LITIGATION, SUIT OR PROCEEDING BASED UPON, ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY RELATED TO, ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREBY (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE). EACH OF THE PARTIES HERETO AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED IN A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION 11.13 AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING THAT SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THE LOAN DOCUMENTS OR ANY PROVISION THEREOF. THE AGREEMENT OF EACH PARTY HERETO TO THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE OTHER PARTIES HERETO TO ENTER INTO THIS AGREEMENT.

11.14 **Waiver of Immunity**. To the extent that any Loan Party may be or become entitled to claim for itself or its Property any immunity on the ground of sovereignty or the like from suit, court jurisdiction, attachment before judgment, attachment in aid of execution of a judgment or execution of a judgment, and to the extent that in any such jurisdiction there may be attributed such an immunity (whether or not claimed), it hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity with respect to its obligations under this Agreement and the other Loan Documents.

11.15 **Judgment Currency**. If for the purpose of enforcing the obligations of any Loan Party hereunder it becomes necessary to convert a sum due from any Loan Party under any Loan Document in the currency expressed to be payable in such Loan Document (the "specified currency") into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which, in accordance with normal banking procedures, the relevant Secured Creditor could purchase the specified currency with such other currency where the specified currency is Dollars, in New York City at or about 11:00 a.m. (New York City) on the Business Day preceding that on which final judgment is given. The obligations in respect of any sum due to any Secured Creditor hereunder and under the Notes shall, notwithstanding any adjudication expressed in a currency other than the specified currency, be discharged only to the extent that on the Business Day following receipt by such Lender of any sum adjudged to be so due in such other currency such Secured Creditor may in accordance with normal banking procedures purchase the specified currency with such other currency. If the amount of the specified currency so purchased is less than the sum originally due to such Secured Creditor in the specified currency, each Borrower agrees, to the fullest extent that it may effectively do so, as a separate obligation and notwithstanding any such adjudication, to indemnify such Secured Creditor against such loss, and if the amount of the specified currency so purchased exceeds the sum originally due to such Secured Creditor, it shall remit such excess to the applicable Borrower.

11.16 **Interest Rate Limitation**. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under Applicable Law (collectively the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with Applicable Law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section 11.16 shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the rate determined by the Administrative Agent in accordance with banking industry rules to the date of repayment, shall have been received by such Lender.

11.17 **Use of English Language**. This Agreement has been negotiated and executed in the English language. All certificates, reports, notices and other documents and communications given or delivered pursuant to this Agreement (including any modifications or supplements hereto) shall be in the English language, or accompanied by a certified English translation thereof. Except in the case of (i) laws or official communications of Mexico or (ii) documents filed with any Governmental Authority in Mexico, in the case of any document originally issued in a language other than English, the English language version of any such document shall for purposes of this Agreement, and absent manifest error, control the meaning of the matters set out therein.

11.18 **Entire Agreement**. This Agreement and the other Loan Documents constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all prior or contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof and thereof.

11.19 **Severability**. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 11.19, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent or the other Lenders, as applicable, then such provisions shall be deemed to be in effect only to the extent not so limited.

11.20 **No Fiduciary Relationship or Partnership**. Each Loan Party acknowledges that neither the Administrative Agent nor any Lender has any fiduciary relationship with, or fiduciary duty to, such Loan Party arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Administrative Agent and the Lenders, on the one hand, and any Loan Party, on the other, in connection herewith or therewith is solely that of debtor and creditor. Nothing contained in this Agreement or any other Loan Document shall be deemed or construed to create a partnership, tenancy-in-common, joint tenancy, joint venture or co-ownership by or between any Lender, on the one hand, and any other Lender, any Loan Party or any other Person, on the other hand. Neither the Administrative Agent nor any Lender shall in any way be responsible or liable for the Debts, losses, obligations or duties of any Loan Party or any other Person other than itself.

11.21 **Payments Set Aside**. If a Loan Party (or any Person on its behalf) makes a payment to the Administrative Agent or any Lender, or the Administrative Agent or any Lender exercises its right of set-off, and such payment or the proceeds of such set-off or any part thereof subsequently is invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent or such Lender, as applicable, in its discretion) to be repaid to such Loan Party (or such Person), a trustee, receiver or any other Person in connection with any insolvency proceeding or otherwise, then: (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such set-off had not occurred and (b) each Lender severally agrees to pay to the Administrative Agent from whom it received any such amounts upon demand its pro rata share of any amount so recovered from or repaid by the Administrative Agent.

11.22 **USA PATRIOT Act**. Each Lender that is subject to the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001, Pub. L. No. 107-56, 115 Stat. 272, of the United States of America (the "USA PATRIOT Act") hereby notifies the

Borrower and each other Loan Party that pursuant to the requirements of the USA PATRIOT Act it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name, address, tax identification number and other information regarding each Loan Party that will allow such Lender to identify each Loan Party in accordance with the USA PATRIOT Act.

11.23 **Treatment of Certain Information; Confidentiality**. Each of the Lenders and the Administrative Agent agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed: (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and other representatives (*it being understood* that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by Applicable Law or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder, under any other Loan Document or any Related Transaction or any action or proceeding relating to this Agreement, any other Loan Document or any Related Transaction or the exercise or enforcement of rights or remedies hereunder or thereunder, (f) to: (i) any assignee of or Participant in, or any prospective assignee of or prospective Participant in, any of its rights or obligations under this Agreement, (ii) any direct or indirect investor or prospective investor (including via a special purpose vehicle) that acquires credit exposure to any risks, rights or obligations under or associated with this Agreement, (iii) any new lender or prospective new lender in a refinancing of all or a portion of the Loans or otherwise or (iv) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to any Borrower and its obligations (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (g) to the partners, directors, officers, employees, agents, advisors, trustees, other representatives, professional advisers and third-party service providers of or for those Persons described in sub-clauses (f)(i), (ii), (iii) and (iv), *it being understood* that the partners, directors, officers, employees, agents, advisors, other representatives, professional advisers and third-party service providers to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential, (h) to the CUSIP Service Bureau or any similar agency (including, without limitation, any settlement service provider or numbering service provider in connection with (f)(ii) above) in connection with the issuance and monitoring of CUSIP numbers or ISINs, (i) with the consent of the Borrowers or (j) to the extent such Information: (i) becomes, or is required under Applicable Law to be, publicly available other than as a result of a breach of this Section 11.23 or (ii) becomes available to any Lender, the Administrative Agent or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrowers.

For purposes of this Section 11.23, "Information" means all information received from any Loan Party relating to any Loan Party or any of their respective businesses, other than any such information that is available to any Lender or the Administrative Agent on a non-confidential basis prior to disclosure by any Loan Party; *provided* that, in the case of information received from any Loan Party after the Closing Date, such information is clearly identified in writing at the time of delivery as confidential (*it being understood* that all such

information shall be deemed to not be confidential unless such information is clearly identified in writing at the time of delivery as being confidential). Notwithstanding anything to the contrary in the Loan Documents or this Agreement, upon the occurrence of a Default, each of the Lenders may disclose copies of this Agreement and any notice received by it in relation to such Default to any other party. Any Person required to maintain the confidentiality of Information as provided in this Section 11.23 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Notwithstanding anything to the contrary in the Loan Documents, the Administrative Agent (or the Person acting as Administrative Agent, in its capacity as a Lender) may disclose to any applicable service provider appointed by the Administrative Agent (or such Lender) to provide information services, identification numbering services and/or paying agent services in respect of or in any way relating to this Agreement, any Loan, any related security or related capital markets, derivative or risk transfer transaction (each a "Related Transaction") and/or any Loan Party the following information (with the purpose to enable such service provider to provide its usual services (which may include, without limitation, syndicated loan or other financial or securities information and numbering identification services)): (i) name of any Loan Party; (ii) existence of the Loan and the Loan Documents (including the dates thereof); (iii) name of the Lead Arrangers; (iv) date of each amendment and restatement of this Agreement; (v) amount of Commitments; (vi) currency of the Loans; (vii) ranking of the Loans; (viii) payment dates under this Agreement; (ix) pricing information; (x) changes to any of the information previously supplied pursuant to clauses (i) through (ix) above; and (xi) such other information agreed between the Administrative Agent and any Loan Party. Each Loan Party acknowledges and agrees that such identification numbers and above-described information associated therewith may be disclosed to users of its services in accordance with the standard terms and conditions of that numbering service provider.

Nothing in any Loan Document shall prevent disclosure of any confidential Information or other matter to the extent that preventing that disclosure would otherwise cause any transaction contemplated by the Loan Documents or any transaction carried out in connection with any transaction contemplated by the Loan Documents to become an arrangement described in Part II A 1 of Annex IV of Directive 2011/16/EU.

11.24 **Acknowledgment and Consent to Bail-In of Affected Financial Institutions**. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

11.25 **Activities for the Administration of Financial Crime Risk**. Each Loan Party accepts and recognizes that each Lender is required to, and may carry out, any action necessary under Applicable Law to comply with its Compliance Obligations (as defined below) in relation to the detection, investigation and prevention of Financial Crimes (as defined below) ("Actions for the Administration of Financial Crime Risk"). Such actions, among others, may include: (a) to monitor, intercept (only when there is a reasonable cause and in accordance with Applicable Law) or investigate any instruction, communication disbursement request, services request or any payment sent by or in favor of any Loan Party, or on its behalf, (b) to investigate the origin or use of the funds, (c) to combine the information of the Loan Parties with other related information (including the Information (as defined in Section 11.23)) held by each Lender, its holding company, the entities and Subsidiaries of the financial group to which it belongs, its Subsidiaries and Affiliates and each of their respective domestic and foreign Subsidiaries and Affiliates (collectively, with respect to each Lender, a "Lender Group"), as applicable, pursuant to the applicable legal limitations, and/or (d) make additional queries or investigations regarding the status, characteristics or quality of a Person (including trusts or other similar figures), if they are subject to Sanctions or to confirm the identity and status, characteristics or quality of the Loan Parties. Each Lender may, subject to the limitations established under the Mexican laws and the applicable international treaties, cooperate with the local and foreign authorities, through the mechanisms allowed under the applicable Mexican laws, in relation to Actions for the Administration of Financial Crime Risk or for any other purpose. Each Loan Party accepts and recognizes that, to the extent that the applicable legal provisions so allow it and except as set forth in the last sentence of this paragraph, each Lender and any other member of such Lender's Lender Group shall not be responsible or liable to any Loan Party or Affiliate thereof or any third party in relation to any damage or loss incurred in relation to the delay or, as required under Applicable Law, the blocking, suspension or cancelation of any payment, or rendering of all or a portion of the services, or by any other action carried out as part of the Actions for the Administration of Financial Crime Risk (except to the extent of any damages or liabilities caused by the gross negligence or willful misconduct of such Lender or any member of such Lender's Lender Group in connection with any Action for the Administration of Financial Crime Risk, as determined in a final, non-appealable judgment of a court of competent jurisdiction).

For the purposes of this Section 11.25: (i) the term "Compliance Obligations" means, with respect to any Lender, the obligations of such Lender or any member of its Lender Group to comply with (A) any Applicable Law, or any international guideline or internal policy or procedure, (B) any valid requirement from Governmental Authorities, or any obligations pursuant to Applicable Law to file reports or regulatory reports in relation to transactions, make disclosures or other actions, and (C) Applicable Laws which require that each Lender verifies the identity of its clients; and (ii) the term "Financial Crime" means money laundering, financing terrorism, corruption, bribery, tax evasion, Sanctions evasion, and/or violations or intents to avoid or violate Applicable Laws in relation to such matters, including, but not limited to, the crimes set forth under articles 139 or 148 Bis of the Federal Criminal Code or which may be related to the hypothesis of article 400 Bis of said Code.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by their duly authorized officers, all as of the day and year first written above.

CONCESSOC 31 SAS, as TL Borrower and DSRF Borrower

By: /s/ Rémi Maumon de Longevialle
Name: Rémi Maumon de Longevialle
Title: President

HSBC MÉXICO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO HSBC, as
Tranche A Lender, Tranche B Lender and DSRF Lender

By: /s/ Erick Ruiz Ponce de Leon
Name: Erick Ruiz Ponce de Leon
Title: Vice President Multinationals

By: /s/ Mauricio Alazraki Pfeffer
Name: Mauricio Alazraki Pfeffer
Title: Attorney in Fact

SCOTIABANK INVERLAT S.A., INSTITUCIÓN DE BANCA MÚLTIPLE GRUPO FINANCIERO SCOTIABANK INVERLAT, as Tranche A Lender, Tranche B Lender and DSRF Lender

By: /s/ José Jorge Rivero Méndez

Name: José Jorge Rivero Méndez
Title: Attorney in Fact

By: /s/ Luis Michel Lugo Piña

Name: Luis Michel Lugo Piña
Title: Attorney in Fact

BANCO INBURSA, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO INBURSA, as Tranche C Lender

By: /s/ Lic. Guillermo R. Caballero Padilla
Name: Lic. Guillermo R. Caballero Padilla
Title: Legal Representative

SCOTIABANK INVERLAT S.A., INSTITUCIÓN DE BANCA MÚLTIPLE GRUPO FINANCIERO SCOTIABANK INVERLAT, as Administrative Agent

By: /s/ José Jorge Rivero Méndez

Name: José Jorge Rivero Méndez
Title: Attorney in Fact

By: /s/ Luis Michel Lugo Piña

Name: Luis Michel Lugo Piña
Title: Attorney in Fact

AETHER FINANCIAL SERVICES SAS

By: /s/ Edouard Narboux
Name: Edouard Narboux
Title: Managing Director

EXHIBIT 6

Guarantor Joinder Agreement

GUARANTOR JOINDER AGREEMENT

This JOINDER AGREEMENT (this "Joinder Agreement"), dated as of December 7, 2022, is hereby executed and delivered by each of the undersigned signatories (each, an "Additional Guarantor"), pursuant to the Credit and Guaranty Agreement, dated as of December 2, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among CONCESSOC 31 SAS (*société par actions simplifiée*), a special purpose vehicle organized and existing under the laws of France, as a borrower in respect of Term Loans (as defined in the Credit Agreement) and/or as DSRF Borrower, the DSRF Borrowers from time to time party thereto, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, Scotiabank Inverlat S.A., Institución de Banca Múltiple Grupo Financiero Scotiabank Inverlat, as administrative agent (in such capacity, together with its successors and permitted assigns in such capacity, the "Administrative Agent") and Aether Financial Services SAS, as the TEG calculation agent. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Credit Agreement.

W I T N E S S E T H :

WHEREAS, pursuant to Section 6.15 of the Credit Agreement, each Additional Guarantor is required to become a Guarantor under the Credit Agreement by, among other things, entering into this Joinder Agreement; and

WHEREAS, each Additional Guarantor will directly benefit from becoming a Guarantor under the Credit Agreement;

NOW THEREFORE, in consideration of the foregoing, each Additional Guarantor hereby agrees as follows:

1. Joinder. Each Additional Guarantor hereby acknowledges, agrees and confirms that, by its execution and delivery of this Joinder Agreement, each Additional Guarantor will be deemed to be a "Guarantor" for all purposes of the Credit Agreement and the other Loan Documents, and shall have all of the obligations, liabilities and rights of a Guarantor thereunder as if it had been an original party to the Credit Agreement.

2. Representations and Warranties. Each Additional Guarantor represents and warrants as of the date hereof to the Administrative Agent and each of the Lenders that each of the representations and warranties with respect to it contained in Article V of the Credit Agreement or in any other Loan Document, or which are contained in any document or instrument furnished at any time under or in connection with the Credit Agreement or with any Loan Document, is true and correct on and as of the date hereof in all material respects (other than those representations and warranties (x) related to anti-corruption laws, anti-money laundering laws and sanctions laws, and (y) qualified by materiality or Material Adverse Effect, in which case such representations

and warranties shall be true and correct in all respects), except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and (ii) this Joinder Agreement has been duly authorized, executed and delivered by it, and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law. For the avoidance of doubt, this Joinder Agreement and the Credit Agreement (as amended or supplemented by this Joinder Agreement) shall in each case constitute a "Loan Document" for all purposes under the Credit Agreement and the other Loan Documents.

3. Counterparts. This Joinder Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Joinder Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Joinder Agreement by e-mail or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Joinder Agreement.

5. Headings Descriptive. The headings of the several Sections of this Joinder Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Joinder Agreement.

6. Governing Law; Jurisdiction; Service of Process; Etc.

6.1. Governing Law. THIS JOINDER AGREEMENT, THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS JOINDER AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (NOT INCLUDING SUCH STATE'S CONFLICT OF LAWS PROVISIONS OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

6.2. Submission to Jurisdiction; Service of Process and Venue.

(i) Each party hereto hereby agrees and accepts that any suit, action or proceeding against such party with respect to this Joinder Agreement, the other Loan Documents (except for the Loan Documents governed by Mexican law) to which it is a party or any judgment against such party entered by any court in respect thereof may be brought in the courts of the State of New York in the Borough of Manhattan, and the United States District Court for the Southern District of New York, and appellate courts from any thereof, and hereby expressly and irrevocably submits to the exclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment and expressly and irrevocably waives its right to any other jurisdiction that may apply or to which it may be entitled by virtue of its present or future domicile or by any other reason.

(ii) Each Additional Guarantor hereby irrevocably and unconditionally designates and appoints (A) the Process Agent, with an office on the date hereof at 122 East 42nd Street, 18th Floor, New York, NY 10168 as its agent and true and lawful attorney-in-fact in its name, place and stead to accept on its behalf service of copies of the summons and complaint and any other process that may be served in any such suit, action or proceeding brought in any court referred to in Section 6.2(i) above, and (B) as its conventional address the address of the Process Agent referred above or any other address notified in writing in the future by the Process Agent to such Loan Party, to receive on its behalf service of all process in any proceedings brought pursuant to the Loan Documents in any court, such service being hereby acknowledged by such Loan Party to be effective and binding service in every respect, and agrees that the failure of the Process Agent to give any notice of any such service of process to it shall not impair or affect the validity of such service or, to the extent permitted by Applicable Law, the enforcement of any judgment based thereon. Each Additional Guarantor shall maintain such appointment until the satisfaction in full of all Obligations, except that if for any reason the Process Agent appointed hereby ceases to be able to act as such, then each Loan Party shall, by an instrument reasonably satisfactory to the Administrative Agent, appoint another Person in the Borough of Manhattan as such Process Agent subject to the approval of the Administrative Agent. Each Additional Guarantor covenants and agrees that it shall take any and all reasonable action, including the execution and filing of any and all documents, that may be necessary to continue the designation of the Process Agent pursuant to this paragraph in full force and effect and to cause the Process Agent to act as such.

(iii) Each Additional Guarantor hereby irrevocably and unconditionally (i) consents to the service of process in any suit, action or proceeding in the manner provided for notices in Section 11.02 of the Credit Agreement and (ii) agrees that nothing herein shall in any way be deemed to limit the ability of any Person to serve any process or summons in any manner permitted by Applicable Law.

(iv) Each Additional Guarantor hereby irrevocably and unconditionally waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of the venue of any suit, action or proceeding arising out of or relating to this Joinder Agreement or the other Loan Documents brought in any court referred to in Section 6.2(i) above and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(v) To the extent that any Additional Guarantor may be entitled to the benefit of any provision of law requiring the Administrative Agent or any Lender in any suit, action or proceeding brought in a court of Mexico or other jurisdiction arising out of or in connection with this Agreement, any other Loan Document or any of the transactions contemplated hereby or thereby, to post security for litigation costs or otherwise post a performance bond or guaranty, or to take any similar action, each Additional Guarantor hereby waives such benefit, in each case to the fullest extent now or hereafter permitted under the laws of Mexico or, as the case may be, such other jurisdiction.

6.3. Waiver of Immunity. To the extent that any Additional Guarantor may be or become entitled to claim for itself or its Property any immunity on the ground of sovereignty or the like from suit, court jurisdiction, attachment before judgment, attachment in aid of execution of a judgment or execution of a judgment, and to the extent that in any such jurisdiction there may be attributed such an immunity (whether or not claimed), it hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity with respect to its obligations under this Joinder Agreement and the other Loan Documents

6.4. **WAIVER OF JURY TRIAL. EACH ADDITIONAL GUARANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM, ACTION, LITIGATION, SUIT OR PROCEEDING BASED UPON, ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY RELATED TO, THIS JOINDER AGREEMENT, ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREBY (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE). EACH ADDITIONAL GUARANTOR AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED IN A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, EACH ADDITIONAL GUARANTOR FURTHER AGREES THAT ITS RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING THAT SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS JOINDER AGREEMENT, THE LOAN DOCUMENTS OR ANY PROVISION THEREOF. THE AGREEMENT OF EACH ADDITIONAL GUARANTOR HERETO TO THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE OTHER PARTIES HERETO TO ENTER INTO THIS JOINDER AGREEMENT AND THE OTHER LOAN DOCUMENTS.**

[Signature pages follow]

IN WITNESS WHEREOF, each Additional Guarantor has caused this Joinder Agreement to be duly executed and delivered by its authorized officers, as of the day and year first written above.

Servicios de Tecnología
Aeroportuaria, S.A. de C.V., as
Additional Guarantor

By /s/ Nicolas Notebaert
Name: Nicolas Notebaert
Title: CEO

[*Signature Page to Guarantor Joinder Agreement*]

Aerodrome Infrastructure S.à r.l.,
as Additional Guarantor

By /s/ Rémi Maumon de Longevialle
Name: Rémi Maumon de Longevialle
Title: Manager

[*Signature Page to Guarantor Joinder Agreement*]

Accepted and Agreed to:

SCOTIABANK INVERLAT S.A., INSTITUCIÓN DE BANCA MÚLTIPLE
GRUPO FINANCIERO SCOTIABANK INVERLAT,
as Administrative Agent

By /s/ José Jorge Rivero Méndez
Name: José Jorge Rivero Méndez
Title: Attorney in Fact

By /s/ Luis Michel Lugo Piña
Name: Luis Michel Lugo Piña
Title: Attorney in Fact

EXHIBIT 7

English translation for informational purposes only.
Execution Version

IRREVOCABLE SECURITY, AND MANAGEMENT TRUST AGREEMENT NUMBER CIB/4007 ("AGREEMENT" AND THE TRUST ESTABLISHED THEREUNDER, THE "TRUST"), ENTERED INTO BY AND BETWEEN:

(A) SERVICIOS DE TECNOLOGÍA AEROPORTUARIA, S.A. DE C.V. ("SETA" OR THE "SETTLOR"), AS SETTLOR AND SECONDARY BENEFICIARY;

(B) SCOTIABANK INVERLAT, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO SCOTIABANK INVERLAT, ACTING AS COLLATERAL AGENT, ON BEHALF AND FOR THE BENEFIT OF THE SECURED CREDITORS, AS PRIMARY BENEFICIARY (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE "PRIMARY BENEFICIARY" OR THE "COLLATERAL AGENT"); AND

(C) CIBANCO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, AS TRUSTEE (TOGETHER WITH ITS SUCCESSORS AND ASSIGNEES, THE "TRUSTEE"),

PURSUANT TO THE FOLLOWING RECITALS, REPRESENTATIONS, AND CLAUSES:

RECITALS

FIRST. On July 31, 2022, Fintech Holdings, Inc., Bagual S.à r.l., Grenadier S.à r.l., Pequod S.à r.l., Harpoon S.à r.l. and Expanse S.à r.l., as sellers, CONCESSOC 31 SAS ("Concessoc"), as buyer, SETA, Aerodrome Infrastructure S.À R.L ("Aerodrome"), as acquired companies, Fintech Investments Ltd, as seller guarantor, and Vinci Airports S.A.S., as purchaser guarantor, entered into a share purchase agreement ("Share Purchase Agreement").

SECOND. On December 1, 2022, the shareholders of SETA authorized the execution of this Agreement A copy of the aforementioned corporate resolutions is attached hereto as Exhibit A.

THIRD. On December 2, 2022, Concessoc, as borrower, several lenders, Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, as administrative agent (the "Administrative Agent"), HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC, Scotiabank Inverlat S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, and Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa, as lead arrangers, among others, entered into a credit and guaranty agreement for the amount of up to $8,750,000,000.00 (eight thousand seven hundred and fifty million 00/100 Mexican pesos), the proceeds of which will be used, among other purposes, to partially finance the acquisition that is subject matter of the Share Purchase Agreement (the "Credit Agreement"). A copy of the Credit Agreement and the Guarantee Agreement (as such term is defined below) is attached hereto as Exhibit B.

FOURTH. On December 7, 2022, each of SETA and Aerodrome, as guarantors, entered into a guarantor joinder agreement, pursuant to which they became guarantors under the Credit Agreement (the "Guarantor Joinder Agreement").

FIFTHTH. In addition to the execution of this Agreement, pursuant to the terms set forth in the Credit Agreement, the parties agreed to enter into (i) an ordinary share pledge agreement for the purpose of creating and perfecting a first priority pledge in favor of the Primary Beneficiary, in its capacity as Collateral Agent acting for the benefit of the Secured Creditors the totality of the shares representing the capital stock of SETA and (b) 49,766,000 series BB, common shares, representing the fixed portion of the capital stock of Grupo Aeroportuario del Centro Norte, S.A.B. de C.V. ("OMA"), owned by SETA, and (ii) a securities pledge agreement for the purpose of creating and perfecting a first priority pledge in favor of the Primary Beneficiary, in its capacity as Collateral Agent, acting for the benefit of the Secured Creditors with Scotiabank Inverlat Casa de Bolsa, S.A. de C.V., Grupo Financiero Scotiabank Inverlat as manager of the pledge agreement regarding 7,516,377 series B shares representing the capital stock of OMA owned by SETA and 58,529,833 series B shares representing the capital stock of OMA owned by Aerodrome, and (iii) a non-possessory pledge agreement for the purpose of creating and perfecting a first priority pledge in favor of the Pledgee, in its capacity as Collateral Agent acting for the benefit of the Secured Creditors with respect to certain bank accounts of Concessoc and Aerodrome.

REPRESENTATIONS

I. The Settlor, through its attorney-in-fact, represents that:

(a) Is a variable capital stock company (*Sociedad anónima de capital variable*), legally organized and validly existing under the laws of Mexico.

(b) Its attorneys-in-fact have the necessary legal authority to execute this Agreement on its behalf, and to transfer the ownership and title to the assets comprising the Trust Property (as defined below), which authority, as of the date hereof, has not been modified, restricted, limited, or revoked in any way.

(c) (i) In accordance with its corporate purpose, it has sufficient legal capacity to enter into this Agreement, and (ii) it is fully authorized and has obtained the necessary authorizations and approvals to enter into this Agreement, transfer the ownership and title of the assets comprising the Trust Property and comply with its obligations under this Agreement.

(d) The execution of this Agreement and the performance of its obligations hereunder will not constitute a breach or default or an event of early redemption of, or pursuant to, (i) any agreement to which it is a party or to which its respective property is bound, (ii) the Applicable Law (as defined below), (iii) its bylaws, or (iv) any order, license, permit, concession of any kind, authorization, court judgment, award, or instrument of any kind concerning it or to which it is a party.

(e) (i) It is the sole and legal owner of the assets that are transferred to the Trust Property on the date of its execution, and (ii) in any case, it will be the sole and legal owner of the assets that are transferred to the Trust Property in the future during the term thereof.

(f) It agrees to transfer to the property of the assets owned or held by it to the Trustee to be part of the Trust Property in compliance with the terms of this Agreement.

(g) The transfer of ownership of the assets that are or will be part of the Trust Property constitutes or will constitute a valid transfer of such assets for the purposes and performance of the Trust Purposes (as defined below), as of the date on which each transfer is made, as applicable.

(h) It has expressly and irrevocably instructed OMA, and OMA has agreed that any Distribution (as defined below) to which SETA is entitled shall be deposited directly into the Peso Concentrating Account (as defined below), as applicable, without any deduction, set off, reduction or claim whatsoever. A copy of such instruction is attached to this Agreement as Exhibit C.

(i) There is no action or proceeding (judicial, administrative, or otherwise) initiated, pending, or threatened before or by any third party or Governmental Authority (as defined below) (including the Ministry of Infrastructure, Communication, and Transportation (*Secretaría de Infraestructura, Comunicaciones y Transportes*)), court, or arbitrator against, relating to, or which would adversely affect (i) the Settlor, (ii) the legality, enforceability, or validity of this Agreement or any of the Credit Documents (as defined below), (iii) the ownership or title to the assets comprising the Trust Property, and/or (iv) the legality or validity of the transfer of such assets to the Trust Property pursuant to and for all purposes provided in this Agreement.

(j) It does not require the consent, authorization, license, or registration of any Governmental Authority or any third party for the execution of this Agreement.

(k) SETA is the legal owner of (i) 7,516,377 Series "B" shares and (ii) 49,766,000 Series BB shares representing the capital stock of OMA (collectively, the "OMA Shares Owned by SETA").

(l) (i) The property or funds that are or will be transferred to the Trust Property come from lawful sources and activities, (ii) there is no connection between the origin or source or destination of such property or funds with illicit activities or actions that support terrorist groups or activities related to money laundering, and (iii) in accordance with the provisions of Article 17 of the Federal Law for the Prevention and Identification of Transactions with Resources from Illegal Sources (*Ley Federal para la Prevención e Identificación de Operaciones con Recursos de Procedencia Ilícita*), it hereby represents that it has not carried out and agrees not to carry out vulnerable activities through this Trust.

(m) It is aware and acknowledges that the execution of this Agreement binds it to deliver to the Trustee, on an annual basis or as requested by the latter, updated

information in connection with the Know Your Customer Policies of the Trustee in order for the Trustee to be able to comply with the requirements of Article 115 of the LIC (as defined below), the Applicable Law, and the internal policies of the Trustee for the prevention of money laundering. It also acknowledges that the delivery of false or fraudulent information or documentation constitutes an offense under the provisions of the Applicable Law. It acknowledges that the failure to deliver the information or documentation reasonably required by the Trustee and necessary to keep its files updated to comply with the "KYC" (*know your customer*) policies in accordance with the LIC, and the applicable banking regulations for the prevention of money laundering, entitles the Trustee to not carry out any instruction issued to it until the respective documents and information are delivered, in order to prevent the Trustee from incurring any type of default before the regulatory authorities.

(n) Prior to the execution of this Agreement, the Trustee invited and suggested the Trustee to obtain from the professional, law firm, or firm of its choice the advice and support regarding the scope, consequences, procedures, implications, and in general legal and tax matters directly or indirectly related to this Trust, and its support in the negotiation and assessment of the legal and tax risk of the final text to be executed, since the Trustee will not be responsible for such matters; in this regard, the Trustee will not be liable for any inefficiency, if any, resulting from the structure of the Trust or resulting from any modifications to the tax laws or, in general, to the Applicable Law and, therefore, of the tax consequences of the Trust.

(o) In connection with the immediately preceding representation, it wishes to exercise the option to comply, at its own expense, with the obligations provided in the tax regulations in connection with all matters related to this Trust.

(p) The Trustee made available to it in due course, prior to the execution of the Trust, even prior to the delivery of its data and/or that of its personnel, the privacy notice available at the website www.cibanco.com.

(q) It wishes to enter into this Agreement and to be bound by its terms, for the purposes and effects contemplated herein and, specifically, in order to secure the timely and prompt performance of the Secured Obligations (as defined below), in accordance with the terms and conditions provided in the Credit Agreement.

(r) It is aware and agrees that the Trustee is not and will not be liable in any way for the truthfulness, legitimacy, authenticity, or legality of the Credit Documents, other than this Agreement, and that the Trustee, unless it is a party thereto and entered into such documents pursuant to the instructions of the party authorized to do so under this Trust, will not be bound in any way under the terms and conditions of such agreements, any other documents, and the respective exhibits thereto.

(s) It acknowledges and agrees that, pursuant to Article 115 of the LIC, the Trustee shall immediately suspend the performance of its services with those clients who are on the lists of restricted persons ("Restricted Persons List"), which will be periodically communicated to the Trustee by the Ministry of Finance and Public Credit (*Secretaría de Hacienda y Crédito Público*). In this regard, the Settlor acknowledges and agrees that

in the event that it is on the Restricted Persons List, the Trustee shall cease the performance of its services and report such circumstance to the Ministry of Finance and Public Credit.

(t) It is not a U.S. entity, nor are the shareholders of its shares or membership interests citizens or residents of the United States of America for tax purposes, therefore, neither the entity nor the shareholders are required to calculate or pay any taxes in the United States of America. This representation constitutes a self-certification in accordance with the provisions of the "Agreement between the SHCP of the United Mexican States and the U.S. Department of the Treasury to improve international tax compliance including with respect to FATCA" ("FATCA Agreement") signed in Mexico City on April 9, 2014, and which is derived from the U.S. legal regulation called "Foreign Account Tax Compliance Act" ("FATCA"). Accordingly, the Settlor represents that, by virtue of the execution of this Agreement, there is no obligation to report or inform any Mexican or foreign federal authority of any foreign tax obligations in accordance with the provisions of the FATCA Agreement, which it represents to know.

(u) It wishes to appoint CIBanco, S.A., Institución de Banca Múltiple, as trustee under the terms of this Agreement, who has accepted its position as of the execution date of this Agreement.

(v) The Trust is not a trust whereby business activities are carried out, since none of the cases of Article 16 of the Federal Tax Code (*Código Fiscal de la Federación*) and, therefore, of Article 13 of the Income Tax Law (*Ley del Impuesto Sobre la Renta*), and the Miscellaneous Fiscal Resolution (*Resolución Miscelanea Fiscal*) in effect as of this date, apply.

(w) It is Solvent (as defined below).

(x) It has not initiated, nor is aware that any commercial bankruptcy, insolvency, dissolution, or liquidation proceeding has initiated against it or is imminent.

(y) This Agreement constitutes a legal, valid, and enforceable obligation against it in accordance with its terms and the laws of Mexico.

(z) It is in compliance with the Applicable Law and is not aware of any circumstance, event, or reason that could give rise to a Material Adverse Effect (as defined below).

(aa) It enters into this Agreement in good faith and there is no willful misconduct, error, bad faith, injury, or defect of consent in its execution, purpose, and other terms and conditions, that may cause or result in any type of nullity.

(bb) It accepts, acknowledges, and agrees that (i) the granting of the credit in favor of Concessoc by the Secured Creditors is in and for the ultimate benefit the Settlor, (ii) it has received or will receive substantial direct and/or indirect benefits from the financing agreements contemplated in the Credit Agreement and the other Credit Documents, and the Trust contemplates such benefits; and (iii) by reason of the business relationship that the Settlor has with Concessoc, the execution of the Credit Agreement has generated and will generate direct and indirect benefits for it; therefore, it is its will to enter into this

Agreement in order to guarantee the full and timely performance of the Secured Obligations of Concessoc and each Credit Party under the Credit Agreement.

(cc) It acknowledges that the Primary Beneficiary is acting for the benefit of the Secured Creditors.

(dd) Is aware and agrees that the Trustee does not know and should not know the terms and conditions of any agreements relating to and arising out of this Agreement which have been or are entered into by the parties hereto; it being understood that the Trustee is not and shall not be responsible in any manner whatsoever for the truthfulness, legitimacy, authenticity or legality of such agreements and that the Trustee, unless it is a party thereto and unless it enters them pursuant to instructions received hereunder, is not and shall not be bound in any manner whatsoever by the terms and conditions of such agreements, any other documents and their respective exhibits relating to such agreements. It further acknowledges that the responsibility for the legitimacy, authenticity and legality of the agreements referred to in this representation is and shall be the direct and exclusive responsibility of the parties thereto.

II. The Primary Beneficiary, through its attorneys-in-fact, represents that:

(a) It is (i) a full service bank (*institución de banca múltiple*) legally organized and validly existing under the laws of Mexico, (ii) legally authorized to conduct business in Mexico as a [full service bank providing trust services], and (iii) has the necessary powers and authority to perform its obligations and exercise its rights under this Agreement.

(b) Their attorneys-in-fact have the necessary powers and authority and have obtained all necessary corporate authorizations to enter into this Agreement on behalf of the Primary Beneficiary; and such authority has not been revoked or limited in any way as of this date.

(c) It enters into this Agreement as Primary Beneficiary, on behalf of and for the benefit of the Secured Creditors under the Credit Agreement.

(d) Is aware and acknowledges that the execution of this Agreement binds it to deliver to the Trustee, on an annual basis or as requested by the Trustee, with updated information in connection with the Trustee's Know Your Customer Identification and Know Your Customer; the foregoing, so that the Trustee is in a position to comply with the requirements of Article 115 of the LIC (as defined below), the Applicable Law, as well as the Trustee's internal policies for the prevention of money laundering. The Trustee further acknowledges that the provision of false or fraudulent information or documentation constitutes an offense under the terms of the Applicable Law and acknowledges that the failure to provide such information or documentation as the Trustee reasonably required and necessary to keep its records up to date in order to comply with the "KYC" (know your customer) in accordance with the LIC and the applicable banking regulations for the prevention of money laundering, the Trustee may not carry out any instruction issued in its charge until the respective documents and information are delivered to it in order to prevent the Trustee from incurring in any type of non-compliance before the regulatory authorities.

(e) Prior to the execution of this Agreement, the Trustee invited and suggested the Trustee to obtain from the professional, law firm or firm of its choice the advice and support as to the scope, consequences, procedures, implications and in general legal and tax matters directly or indirectly related to this Trust as well as its support in the negotiation and evaluation of the legal and tax risk of the final text to be executed, provided that the Trustee shall not be responsible for such matters; in this regard, the Trustee shall not be liable for any inefficiency, if any, resulting from the structure of the Trust or resulting from any modifications to the tax laws or, in general, to the Applicable Law and, therefore, of the tax consequences of the Trust.

(f) In connection with the immediately preceding representation, it is its willingness to exercise the option to comply, at its own expense, with the obligations provided for in the tax regulations in connection with all matters related to this Trust.

(g) The Trustee made available to it in due time, prior to the execution of the Trust, even before the delivery of its data and/or that of its personnel, the privacy notice contained in the web page www.cibanco.com.

(h) Is aware and agrees that the Trustee is not and shall not be responsible in any way for the truthfulness, legitimacy, authenticity or legality of the Credit Documents, other than this Agreement and that the Trustee, except as a party thereto and pursuant to the instructions of the party entitled thereto under this Trust, shall not be bound in any way by the terms and conditions of such agreements, any other documents and their respective exhibits relating thereto.

(i) Acknowledges and accepts that, in compliance with Article 115 of the LIC, the Trustee shall immediately suspend the performance of its services with those clients that are on the Restricted Persons List, which will be periodically communicated to the Trustee by the Ministry of Finance and Public Credit. In this regard, the Trustee acknowledges and agrees that in the event of being on the Restricted Persons List, the Trustee shall cease the performance of its services and report such situation to the Ministry of Finance and Public Credit.

(j) Is aware and agrees that the Trustee does not know and should not know the terms and conditions of those agreements related to and derived from this Agreement, which have been or are entered into by the parties hereto; it being understood that the Trustee is not and shall not be responsible in any manner whatsoever for the truthfulness, legitimacy, authenticity or legality of such agreements and that the Trustee, unless a party thereto and entered into pursuant to instructions received hereunder, is not and shall not be bound in any manner whatsoever by the terms and conditions of such agreements, any other documents and their respective exhibits relating to such agreements.

III. The Trustee, through its trustee delegates, represents that:

(a) It is a commercial banking institution, legally organized and existing under the laws of Mexico and is also legally authorized to operate as a commercial banking institution pursuant to the provisions of Article 8 of the LIC.

(b) Its trustee delegates have sufficient and necessary authority to enter into the Trust on its behalf and to bind it by its terms, and such authority has not been revoked, modified, and/or limited in any way as of this date.

(c) It is legally authorized to act as a credit institution and, in accordance with its bylaws, is authorized to provide trust services and to enter into this Agreement.

(d) The execution of this Agreement and the performance of its obligations hereunder, does not constitute a violation or breach to the Applicable Law, its bylaws or any agreement entered into among its shareholders; nor does it constitute a violation or breach of any contract, agreement, legal act, order, license, permit, concession of any kind, authorization, court judgment, award, or instrument concerning it or to which it is a party.

(e) It is its intention and will to enter into this Agreement, and if applicable, any other Credit Documents, and to ratify its appointment as Trustee, and to carry out any and all actions required or convenient for the performance of the Trust Purposes, and to comply with its obligations as provided in the Trust and the Applicable Law.

(f) It enters into this Agreement in its capacity as Trustee, and the representations and covenants herein are not intended to be personal, nor are they intended to bind it personally, but are made and binding upon it with respect to the Trust Property.

(g) It has expressly explained to the parties the terms and legal consequences of Article 106 (one hundred six), Section XIX (nineteen), subsection b) of the LIC, and the applicable text of Circular Letter 1/2005 and the amendments to such Circular Letter, with respect to the prohibitions that limit it pursuant to the law and the provisions in force, the content of which, as applicable, is transcribed in the Clause referring to "legal prohibitions" set forth below in this Agreement.

(h) Prior to the execution of the Agreement, it invited and suggested the Settlor and the Primary Beneficiary to obtain from a professional, company, or firm of their choice, the advice and support regarding the scope, consequence, procedures, implications and in general legal and tax matters directly or indirectly related to the Trust, and their support in the negotiation and assessment of the legal and tax risk of the final text to be executed, since the Trustee is not responsible for the legal consequences that may arise from the lack of knowledge thereof.

(i) It enters into this Agreement solely in a trustee capacity, and therefore, the representations made and obligations undertaken under the terms hereof are made and undertaken solely in a trustee capacity and not in a personal capacity.

IN WITNESS WHEREOF, pursuant to the representations contained herein, the Parties agree to submit to the following:

CLAUSES

FIRST. Definitions. Capitalized terms used in this Agreement that are not defined in any other Clause or Section hereof will have the meanings given to them below, on the

understanding that capitalized terms not defined in this Agreement will have the meaning given to such terms in the Credit Agreement.

“OMA Shares Owned by SETA" has the meaning ascribed to it in the Representations section.

“Borrowers” has the meaning given to such term in the Credit Agreement.

“Secured Creditors” has the meaning given to such term in the Credit Agreement.

“FATCA Agreement” has the meaning given to such term in the Representations section.

“Securities Pledge Manager” has the meaning given to such term in the Recitals.

“Aerodrome” has the meaning given to such term in the Recitals.

“Collateral Agent” means Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, acting as collateral agent, on behalf of and for the benefit of the Secured Creditors.

"Initial Contribution" means the amount of $1.00 (one Peso 00/100) that the Settlor contributes to the Trust Property on the date of execution of the Trust.

“Governmental Authority” has the meaning given to such term in the Credit Agreement.

“Auction Notice” has the meaning given to such term in Clause Tenth.

“Investment Bank” has the meaning given to such term in Clause Tenth.

“Circular Letter” or “Circular Letter 1/2005” means the Rules to which credit institutions; brokerage firms; insurance institutions; surety bond institutions, and limited purpose financial companies and *financiera rural* must adhere to in trust transactions, as published by the Mexican Central Bank (*Banco de México*) and as amended from time to time.

“Earnest Money” has the meaning given to such term in Clause Tenth.

“Concessoc” has the meaning ascribed to it in the Representations section.

“Agreement” or “Trust Agreement” means this irrevocable security, and management trust agreement number CIB/4007, including all Exhibits and Schedules attached hereto, as amended, modified, supplemented, or restated.

"Contribution Agreement" has the meaning ascribed to such term in Section 2.1(ii).

"Guarantor Joinder Agreement" has the meaning ascribed to such term in the Recitals section.

“Technical Assistance Agreement” has the meaning given to such term in the Recitals.

“Credit Agreement” has the meaning given to such term in the Recitals.

“Ordinary Pledge Agreement” has the meaning given to such term in the Recitals.

“Securities Pledge Agreement” has the meaning given to such term in the Recitals.

“CRS” stands for Common Reporting Standards.

“Peso Concentration Account” has the meaning given to such term in Clause 6.1.

“SETA Periodic Expenses Reserve Account” has the meaning given to such term in the Credit Agreement.

“SETA Debt Service Reserve Account” has the meaning given to such term in the Credit Agreement.

“Trust Accounts” has the meaning given to such term in Clause 6.1.

“Depositary” has the meaning given to such term in Clause 2.7.

“TAA Rights” means the collection rights and accounts receivable under the Technical Assistance Contract, as well as the amounts derived from such collection rights and accounts receivable, which will be contributed to the Trust Patrimony in terms of the Contribution Agreement.

“Business Day” has the meaning given to such term in the Credit Agreement.

“Provisions” has the meaning given to such term in Clause Nineeenth.

"Distributions" means the aggregate reference to amounts in respect of dividends, liquidation shares, capital reductions, redemptions and any other distributions to which SETA is entitled in respect of the OMA Shares owned by SETA.

“Credit Documents” has the meaning given to such term in the Credit Agreement.

“Dollar” means the legal tender in the United States of America.

“Material Adverse Effect” has the meaning given to such term in the Credit Agreement.

“Event of Default” has the meaning given to such term in the Credit Agreement.

“FATCA” has the meaning given to such term in the Representations section.

"Primary Beneficiary" has the meaning given to such term in the preamble of this agreement.

"Trust" has the meaning given to such term in Clause 2.1.

"Settlor" means SETA.

"Trustee" has the meaning given to such term in the preamble of this Agreement.

"Trust Purposes" has the meaning given to such term in Clause Fourth.

"Authorized Officers" has the meaning given to such term in Clause Fifteenth.

"Lien" means any mortgage, pledge, trust agreement, security interest, lien (imposed by law or otherwise), levy, or preemptive right, privilege, or any security interest of any nature or kind (including any conditional sale or any reservation of title agreement, any easement, right-of-way, or any other encumbrance on any real property right, or any financing having substantially the same economic effect as any of the foregoing).

"Information" has the meaning given to such term in Clause Twentieth.

"Tax Information" has the meaning given to such term in Clause Sixteenth.

"Sale Instruction" has the meaning given to such term in Clause Tenth.

"Permitted Investments" has the meaning given to such term in Clause Eighteenth.

"Applicable Law" has the meaning given to such term in the Credit Agreement.

"LGSM" means the General Law of Companies (*Ley General de Sociedades Mecantiles*).

"LGTOC" means the General Law of Negotiable Instruments and Credit Transactions (*Ley General de Títulos y Operaciones de Crédito*).

"LIC" means the Credit Institutions Law (*Ley de Instituciones de Crédito*).

"Restricted Persons List" has the meaning given to such term in the Representations section.

"Mexico" means the United Mexican States.

"Notice of Default" means the written notice delivered by the Primary Beneficiary to the Trustee, whereby it makes the Trustee aware of the existence of an Event of Default in terms of, and under, the Credit Agreement, substantially in the form attached hereto as Exhibit D.

"Trustee Notice" has the meaning given to such term in Clause Tenth.

"Secured Obligations" has the meaning given to such term in the Credit Agreement.

"OMA" has the meaning given to such term in the Recitals.

"Parties" means, collectively, all parties to this Agreement.

"Loan Parties" has the meaning given to such term in the Credit Agreement.

"Trust Property" has the meaning given to such term in Clause Fifth.

"Designated Property" has the meaning given to such term in Clause Tenth.

"Person" has the meaning given to such term in the Credit Agreement.

"Peso" means the legal tender in Mexico.

"Grace Period" has the meaning given to such term in Clause Tenth.

"RUG" means the Sole Registry of Personal Property Guarantees (*Registro Único de Garantías Mobiliarias*).

"SETA" has the meaning given to such term in the preamble of this agreement.

"Foreclosure Request" has the meaning given to such term in Clause Tenth.

"Solvent" means, with respect to any Person at any time, that such Person is not under the event of Article 2166 of the Federal Civil Code (*Código Civil Federal*), or any of the grounds to be declared in bankruptcy pursuant to the provisions of Articles 9, 10, and 11 of the Bankruptcy Law (*Ley de Concursos Mercantiles*), or the event established in Article 229, Section V of the LGSM or similar or related provisions pursuant to the laws applicable to such Person.

"Appraisal Value of the Authorized Appraiser" has the meaning given to such term in Clause Tenth.

"Authorized Appraiser" has the meaning given to such term in Clause Tenth.

The parties hereto accept, acknowledge, and agree that the rules below will be the basis for interpreting the provisions of this Trust Agreement: (i) capitalized terms will equally apply in the singular and plural forms in accordance with their respective meanings; (ii) if required by context, any pronoun will be deemed to include the relevant masculine, feminine, or neuter form; (iii) references to the Trust Agreement and/or any other contract, agreement, or document, or any specific provision thereof, will be construed as references to such instrument or provision as amended in accordance with their respective terms; (iv) references to any laws, rules, regulations, codes, and other general provisions, decrees, or regulations in this Trust Agreement will be construed as references to such laws, rules, regulations, codes, provisions, or regulations, as amended, modified, supplemented, or replaced, and will include any regulations or rules enacted thereunder, and any judicial or administrative interpretation of such laws, rules, regulations, codes, or provisions; (v) references in this

Agreement to Sections, Clauses, subsections, paragraphs, and Exhibits will be construed as references to Sections, Clauses, subsections, paragraphs, and Exhibits of this Agreement, unless otherwise expressly provided or inferred from the context; (vi) any and all Exhibits attached to this Trust Agreement is an integral part hereof; (vii) the words "including" "includes", and "include" will be deemed to be followed by the phrase "without limitation" unless otherwise expressly provided; (viii) in computing any term from a specified date to a specified date thereafter, the word "from" means "from and including", the word "to" means "to but excluding", and the word "until" means "up to and including"; and (ix) references in this Trust Agreement to a Person will be deemed to be references to the successors, assigns, and permitted assigns of such Person, if any.

SECOND. Creation of the Trust.

2.1 Creation of the Trust; transfer of the Trust Property. In order to guarantee the full and timely payment and performance by the Loan Parties of any and all of their respective Secured Obligations, the Settlor hereby enters into this irrevocable security, and management trust identified with the number CIB/4007 ("Trust") with the Trustee. For such purposes, on the execution date of this Agreement, the Settlor hereby transmits and will subsequently transmit to the Trustee, as applicable, , free and clear of all Liens, the title or ownership of the following assets:

i. the Initial Contribution;

ii. the TAA Rights to be contributed by entering into a contribution agreement on substantially the same terms as those set forth in Exhibit E (the "Contribution Agreement"); and

iii. any amounts that may, from time to time, be conveyed by SETA, on terms and in accordance with the provisions of the Credit Agreement.

2.2 Perfection. The transfer of the ownership of the property described in Section 2.1 above to the Trustee will be perfected as follows:

Initial Contribution. SETA hereby irrevocably transfers and assigns to the Trustee free of any Lien, to form part of the Trust Property, the Initial Contribution; and the Trustee on its part will receive it to its entire satisfaction for the Trust Purposes

Collection rights derived from the Technical Assistance Agreement. The Parties hereby acknowledge and accept that, on this date, SETA and the Trustee executed the Contribution Agreement, without the need for any additional instruction or consent of any party. In relation to the Contribution Agreement, SETA will transfer and assign to Trustee the TAA Rights. In accordance to its terms, the Trustee will be the owner of the TAA Rights; provided that (i) so long as there is no Notice of Default, SETA may dispose of the proceeds and amounts derived from the TAA Rights in its sole discretion, and (ii) upon receipt of a

Notice of Default by the Trustee, the Trustee shall, the Trustee may instruct OMA so that the amounts derived from the TAA Rights will be paid by OMA directly to the Peso Concentration Account, in each of the dates in which such payments shall be made in terms of the established in the Technical Assistance Agreement. The transfer of the TAA Rights will be perfected by execution of the Contribution Agreement and its terms.

2.3 Nature of the Transfer. The transfer to the Trustee of all the property that will comprise the Trust Property mentioned in Clause 2.1 and 2.2 above, is irrevocable, automatic, and will be deemed made upon execution of this Agreement, or the execution of the Contribution Agreement or any other contribution agreement, as applicable, without the need for any subsequent action by any of the Parties; on the understanding that the Settlor hereby agrees to enter into any agreement, contract, notice, or any other document, and to make any registration or recording, as may be required or reasonably requested by the Primary Beneficiary, to convey or perfect the transfer of any property or rights intended to form part of the Trust Property pursuant to this Agreement, including the property referred to in Clause 2.1 and 2.2 above.

The Parties acknowledge that the Trust Property is conveyed and will be conveyed to the Trustee solely to carry out the Trust Purposes. The Trustee does not assume and is hereby released from any liability or obligation, express or implied, with respect to the origin, authenticity, ownership, or legitimacy of the Trust Property. Pursuant to the provisions of the Circular Letter, the property set forth in this Clause will be deemed to be the inventory of the Trust for all purposes at the time of the creation of the Trust and the execution of this Agreement and the Contribution Agreement will serve as acknowledgment of receipt thereof; also the Parties recognize that such inventory will be modified in time according to the future contributions made and notified by the Settlor during the term of this Agreement, and based on the transfers made by the Trustee with charge to the Trust Accounts and the yields received from the performance of Permitted Investments according to the provisions of this Agreement. Such variations to the Trust Property referred to in this paragraph will be recorded from time to time in the account statements that the Trustee is required to prepare and deliver to the Parties in accordance with the provisions of this Agreement.

Pursuant to the provisions of Clause 5.1 of the Circular Letter, the Settlor hereby acknowledges receipt, on the execution date of this Agreement, of a copy of this Agreement, together with its exhibits.

Likewise, for purposes of the reports that the Trustee must deliver pursuant to this Clause and those that it must submit to the banking and regulatory authorities, the Parties expressly acknowledge that they shall deliver to the Trustee, on a monthly basis or as requested by the Trustee and within 20 (twenty) Business Days following the closing of each calendar month or request of the Trustee as applicable, the information indicating the updated value of the property comprising the Trust Property.

2.4 Appointment of Trustee. The Parties (other than the Trustee) hereby appoint the Trustee to act as trustee under this Agreement and the Trustee hereby accepts its

appointment as trustee and agrees to comply with the terms of this Agreement with due care in accordance with the Applicable Law.

The Trustee (i) receives and will receive the property described in Sections 2.1 and 2.2 of this Clause Second, (ii) acknowledges and accepts ownership and title to the property comprising and that will comprise the Trust Property, and (iii) agrees to maintain, at all times until payment in full of all Secured Obligations under the Credit Agreement of all the Loan Parties, ownership with respect to the properties comprising the Trust Property in accordance with the terms of this Agreement. The execution of this Agreement by the Trustee constitutes evidence of the physical and virtual receipt, as applicable, by the Trustee of each of the properties comprising the Trust Property described in Sections 2.1 and 2.2 and evidence of the delivery thereof to the Trustee, for all legal purposes.

2.5 Performance of Agreements. Notwithstanding the assignment of the TAA Rights in accordance with the Contribution Agreement, SETA shall be solely responsible for the performance of any and all obligations thereunder in accordance with the terms and conditions set forth in such Technical Assistance Agreement, on the understanding that neither the Trustee, the Primary Beneficiary, nor any of the Secured Creditors is or will be responsible for the performance of any such obligations.

2.6 Indemnity. The Settlor will be liable before the Trustee for warranty of title under the terms of Articles 2119, 2120 and other applicable articles of the Federal Civil Code and its related articles of the Civil Codes of the States of Mexico and Mexico City, as applicable, with respect to the property or rights transferred hereby or hereafter by the respective Settlor to the Trustee in accordance with the terms of this Agreement.

2.7 Depositary. In the event that, notwithstanding the provisions of this Trust Agreement, the Settlor or other person receives any payments, cash, proceeds, or income derived from or related to the Trust Property, then such amounts will be received by the Settlor or person on deposit as they are part of the Trust Property. The Settlor or person receiving such payments, cash, proceeds, or income will become the depositary of such amounts ("Depositary"), with the rights and obligations of a depositary under the terms of Article 2522 of the Federal Civil Code and related Articles of the Civil Codes of the States of Mexico, until such time as such amounts are deposited in the relevant Trust Account, (iii) will be segregated from the other funds or property of the Settlor (or its agents), and (iv) will be deposited by the Depositary in the relevant Trust Account, by the Business Day following the date on which the Settlor (or its agent) becomes aware that it received them, without any deduction, setoff, or claim, and shall immediately give written notice to the Trustee and the Primary Beneficiary regarding such deposit. The Depositary, in such capacity, hereby expressly waives (i) its right to receive or demand remuneration for its position as Depositary, (ii) its right to request the Trustee or the Primary Beneficiary funds necessary to exercise the rights required to effectively receive such amounts, (iii) its right to request to the Trustee or the Primary Beneficiary the indemnification of all expenses incurred in the safekeeping of the deposit and the damages suffered by it, waiving also the right established in Article 2532 of the Civil Code and related Articles of the Civil Codes of the States of Mexico, and (iv) its right to retain the thing as a pledge to secure another claim it has against the Primary Beneficiary, whatever the origin of such claim may be. Notwithstanding the provisions of Articles 2527 and 2530 of the Federal Civil Code and related Articles of the

Civil Codes of the States of Mexico, each of the Depositaries expressly acknowledges and accepts that (i) the expenses of delivery of the deposit will be borne by the Depositary in question, (ii) as from the time in which the funds are delivered under the terms of the respective agreement, such funds will be considered property of the Trustee to be used for the performance of the Trust Purposes, therefore the Depositary expressly waives to maintain their rights with respect to such amount or to request its retention, and (iii) the Depositary will be liable for the impairments and damages that the deposited thing suffers due to malice or negligence.

2.8 Registration of the Trust with the RUG. For all legal purposes, the Settlor shall, and hereby agrees to, as soon as possible, but in any event within 5 (five) Business Days following the execution date of this Agreement, (i) submit for registration, through a notary public, the Trust (including the Contribution Agreement) before the RUG, and (ii) deliver to the Trustee and the Primary Beneficiary a copy of the respective registration certificate(s), issued electronically by the RUG, evidencing the registration of the Trust (including the Contribution Agreement) with the RUG.

2.9 Disposal for purposes of Article 14 of the Federal Tax Code. The transfer of the property described in this Clause will not imply a transfer for tax purposes under the terms of Article 14 of the Federal Tax Code (*Código Fiscal de la Federación*), since the Settlor will have the right to revert the ownership of the Trustee. Therefore, any and all tax effects and implications related thereto, will continue to be registered and borne by the Settlor, as applicable. This Trust will not engage in business activities.

THIRD. Parties.

3.1 Parties to the Agreement. The Parties to this Agreement are:

Settlor and Secondary Beneficiary:	Servicios de Tecnología Aeroportuaria, S.A. de C.V., under the terms set forth in this Agreement.
Primary Beneficiary:	Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, acting as collateral agent, on behalf of and for the ultimate benefit of the Secured Creditors.
Trustee:	CIBanco, S.A., Institución de Banca Múltiple.

3.2 Collateral Agent. The Settlor and the Trustee hereby acknowledge and agree that, in all matters relating to this Agreement, the Primary Beneficiary: (a) is acting and shall act solely in its capacity as Collateral Agent, on behalf of and for the ultimate benefit of the Secured Creditors, (b) shall act in accordance with the terms and conditions set forth in this agreement and the Credit Agreement and, so long as the Primary Beneficiary acts in accordance with such terms and conditions, shall incur no express or implied liability in connection with this Agreement or the Credit Agreement, and (c) has the capacity, power, and authority necessary to act as Collateral Agent on behalf of and for the benefit of the Secured Creditors in accordance with the Credit Agreement and the other Credit Documents. The Primary Beneficiary acknowledges and agrees that any action to be taken pursuant to this Agreement will be taken in accordance with instructions received by it from the Administrative Agent.

FOURTH. Purposes. The purposes of this Trust Agreement ("Trust Purposes") are to secure the performance, payment, and satisfaction in full, when due (whether on its scheduled maturity date, for early maturity, or otherwise), of all Secured Obligations, in favor of the Primary Beneficiary, for the benefit of the Secured Creditors. For such purposes, the Trustee:

(a) Will be the sole and lawful owner and holder of the Trust Property (as conveyed to the Trustee on this date or at any time thereafter in accordance with the terms provided in this Agreement and the Credit Agreement), free and clear of any Liens during the term of this Trust Agreement and, in any event, until all Secured Obligations and other amounts due under the Credit Documents have been duly and legally performed and paid and irrevocably discharged in full, and the Primary Beneficiary confirms such performance, payment, and satisfaction by delivery of a notice of termination to the Trustee.

(b) Upon receipt of a Notice of Default from the Primary Beneficiary, it shall comply with the instructions given exclusively by the Primary Beneficiary in accordance with the provisions of this Agreement, including to: (i) initiate and carry out the procedure of extrajudicial sale and distribution of the Trust Property provided in Clause Tenth; (ii) exercise all rights inherent to the property contributed to the Trust Property; and (iii) upon full performance of the Secured Obligations (and as such circumstance is confirmed in writing by the Primary Beneficiary), deliver any remainder of the Trust Property to the Settlor and revert the ownership and title of the Trust Property to the Settlor, solely and exclusively in accordance with the written instructions given by the Settlor with respect to such reversion of ownership and simultaneously execute a total extinction of the Trust agreement

(c) Promptly receive from SETA and OMA, in this last case, in accordance with the instructions provided by OMA and SETA, all the amount and/or goods that correspond to the OMA Shares Owned by SETA as Contributions, to the Peso Concentration Account, to be used in the terms established in this Trust Agreement for the compliance of the dispositions of the Credit Agreement.

(d) Promptly receive from OMA, and in accordance with the notice that as applicable will deliver the Trustee in relation to this Agreement, all the amounts that derive from the TAA Rights, in the Peso Concentration Account, to be used in the terms established in this Trust Agreement.

(e) Exercise the rights derived from the Trust Property, including the right to claim, sue, procure, and receive all amounts derived from the TAA Rights, Distributions, and other payments related thereto, if any, in accordance with the provisions of this Agreement.

(f) Establish, maintain, manage, make, and receive distributions and transfers in, from and to the Trust Accounts in accordance with the provisions of this Agreement, on the understanding that on the execution date of this Agreement, the Trustee shall perform

all such acts as may be required, this serving as an express instruction to the Trustee, without the need to deliver additional notices, to open the Trust Accounts at HSBC México, S.A. Institución de Banca Múltiple, Grupo Financiero HSBC, and to deliver any and all notices or documents that may be required for such purposes.

(g) Prepare and deliver (i) to the Primary Beneficiary (for the benefit of the Secured Creditors) and the Settlor, as soon as possible, but in any event within the first 10 (ten) Business Days of each calendar month, account statements reflecting the status of the Trust Property with respect to the immediately preceding calendar month, which shall include, among other things, all transactions, including deposits, withdrawals, credits, transfers, and closing balance with respect to the immediately preceding calendar month; and (ii) such other reports or information with respect to the Trust Property as may be requested in writing by the Primary Beneficiary (at the request of the Administrative Agent, who in turn may be instructed by any Secured Party), within 5 (five) Business Days following the date on which such written request is received by the Trustee.

(h) Deliver to the Primary Beneficiary any information or documentation received by the Trustee from the Settlor (or any of them) or any other Person in connection with this Trust Agreement or the Trust Property, within 3 (three) Business Days following the date on which the Trustee receives such information or documentation, unless a different delivery term is expressly set forth in this Agreement.

(i) Grant in favor of the persons that the Settlor or the Primary Beneficiary instruct, as applicable, such powers of attorney as may be required in accordance with the express provisions of this Agreement for the defense of the Trust Property or for the performance of the Trust Purposes.

(j) Open, operate, and maintain the Trust Accounts with the national or foreign financial institution (provided that in such case the policies of the Trustee are observed) that the Primary Beneficiary previously instructs it in writing, from time to time, and shall manage in the Trust Accounts the funds received, and the property or rights belonging to the Trust Property under the terms of this Agreement.

(k) Open, operate, and maintain such accounts or accounting records, investment agreements, or brokerage agreements as may be required for such purposes and such others as the Primary Beneficiary may instruct in writing.

(l) Invest, in accordance with the provisions of this Agreement, in compliance with the received written instructions in terms of this Agreement, the funds debited and available in the Trust Accounts, and any other amount that forms part of the Trust Property, during the periods running from the date of receipt thereof by the Trustee, to the dates on which the distribution of funds must be made under the terms of this Agreement.

(m) Enter into all contracts, agreements (including the Contribution Agreement, for which no additional instructions are required), instruments, or documents in accordance with the written instructions in terms of this Agreement, and perform any and all acts which required or convenient for purposes of the performance of the Trust Purposes, including, without limitation, such agreements as may be required to open the Trust Accounts, and to enter into any amendments to such contracts, agreements, instruments, or documents and to exercise all rights and remedies available to the Trustee under such contracts, agreements, instruments, or documents.

(n) Carry out forex transactions with the funds existing in any of the Trust Accounts, in accordance with the instructions received from the Primary Beneficiary.

(o) In general, carry out any and all actions and comply with all written instructions given by the Primary Beneficiary and, in the cases expressly provided under this Trust Agreement, by the Settlor, in accordance with the provisions expressly provided in this Agreement.

FIFTH. Trust Property. The property of the Trust is comprised and will be comprised of the following property and rights ("Trust Property"):

(a) TAA Rights, once they are contributed in accordance to the Contribution Agreement;

(b) the Distributions;

(c) all property, rights, proceeds, or products corresponding to the property comprising the Trust Property, and any other property, rights, or additional amounts that the Settlor or any third party approved by the Trustee or the Primary Beneficiary may contribute to the Trust;

(d) the Trust Accounts and the amounts or securities deposited and debited thereto;

(e) the cash or securities held in the Trust Property, and products or yields generated by the Permitted Investments of the funds held in the Trust Property, and, if applicable, the securities acquired by the Trustee for the investment of the liquid funds forming part of the Trust Property;

(f) any property, rights, or amounts arising from the exercise of any right which, for any valid cause, correspond to the Trustee; and

(g) the property, amounts, and other rights held by the Trustee, in connection with this Trust, for any other valid and legal cause.

The Parties hereby agree that the provisions of this Clause, in accordance to Circular Letter 1/2005, will serve as the initial inventory with respect to the Trust Property for all applicable purposes. Likewise, the Parties recognize that this initial inventory of the Trust Property will be modified in time in accordance with the contributions that in the future will be made with the Distributions, the TAA Rights, and with the yields of the investments in Permitted Investments, and in accordance with the transfers that are made in accordance with and under the terms of this Trust Agreement.

The Parties agree that, for purposes of this Trust Agreement and unless otherwise established in a specific provision of this Trust Agreement, any amounts will be deemed to be deposited on the same day in which such deposit is made in any of the Trust Accounts as long as they are made before 12:00 p.m. (Mexico City time). Therefore, in the event that any deposit in the Trust Accounts is made after 12:00 p.m. (Mexico City time), it will be considered as received on the immediately following Business Day.

SIXTH. Distributions

All and every of the Distributions that will be received by the Trust will be part of the Trust Property for the benefit of the Secured Obligations, por their application in accordance to Clause 7.2. as follows.

SEVENTH. Trust Accounts.

7.1 Opening of the Trust Accounts. In furtherance of the Purposes of the Trust, the Trustee shall open (and maintain during the term of this Trust Agreement) the following accounts: (i) the SETA Periodic Expenses Reserve Account, (ii) the SETA Debt Service Reserve Account, (iii) a bank account into which Peso amounts are deposited under the terms of the Credit Documents ("Peso Concentration Account"), (iv) the checking and/or investment account(s) opened by the Trustee, in the name of the Trustee in Pesos or Dollars, as applicable, with HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC, or such other credit institution as it may be instructed for purposes of making Permitted Investments, as applicable, in accordance with this Trust Agreement, and (viii) any other checking, investment, and/or brokerage or any other type of account, whether in Mexico or abroad (provided that in such case the policies of the Trustee are observed), in Pesos or in foreign currency, as the Primary Beneficiary may instruct in writing in the name of the Trustee (collectively, "Trust Accounts"); on the understanding that the Parties acknowledge that the Trustee does not control the opening times of the Trust Accounts, so the Parties shall be subject to the timing of the banking institutions where the Trustee is instructed to open such Trust Accounts.

The foregoing, on the understanding that the Trustee will be the only one empowered and authorized to carry out the opening and cancellation of the Trust Accounts, and by no reason and/or under any circumstance will it be authorized to delegate such authority. In the event that under the terms of this Clause it is required to open checking accounts, these must be checking accounts without checkbooks and the Settlor agrees to instruct the Trustee to maintain in each of them a minimum balance required so that the checkbook does not generate commissions and the respective account is not cancelled or blocked; the foregoing, on the understanding that the Settlor agrees to make the necessary deposits to that effect, in accordance with the terms and conditions established by the credit institution where the Trust Accounts are opened or maintained, releasing the Trustee in the event that the minimum required balances do not exist in the aforementioned checkbooks due to omission of the Settlor to fund such accounts.

Any and all funds derived from TAA Rights, Distributions, and other cash and other proceeds and/or income derived from or related to the Trust Property will be deposited in the Trust Accounts and applied in accordance with the provisions of this Agreement.

The Trust Accounts will be established solely for purposes of collection and payment as provided in this Agreement and will in no event be construed to qualify this Agreement as a business trust, and into and from which funds received by the Trustee in connection with the performance of its obligations under this Agreement will be deposited, debited, transferred, recorded, held, and disbursed, as applicable, solely as agreed in this Agreement.

The Trust Accounts will be controlled exclusively by the Trustee, who will be the only one authorized to make withdrawals therefrom and who will have, subject to the terms of this Trust, the sole and exclusive dominion and control thereof. However, for the correct management of the funds debited into them, the Trustee, upon prior instruction to that effect by the Primary Beneficiary or the Settlor, will give consultation access to the Trust Accounts, whose nature thus allows it, to the natural persons that it is instructed, with the purpose of verifying the reception of the funds. The instructions from the Primary Beneficiary or the Settlor to the Trustee requesting access and/or devices in favor of the natural persons must specify and include, among others: (i) full name; (ii) telephone number; (iii) address and copy of proof thereof not older than three months from the date of the request; (iv) email; (v) copy of the Tax ID, if applicable (*registro federal de contribuyentes*); (vi) copy of the sole population registration code, if applicable (*clave única de registro de población*); (vii) a copy of the official identification in force and with a legible signature; and (viii) original application forms for access and devices provided by the Trustee for such purposes, and the requirements established by the Trustee for such purposes.

The Trustee reserves the right to request at any time to the Settlor, as applicable, to determine the origin or identification of any deposit, contribution, transmission, transfer, or increase to the Trust Accounts, in compliance with the Applicable Law, on the understanding that checks are received unless they are properly cashed, transfers will be considered received if they have been effectively debited to the Trust Accounts and under no circumstances will the Trustee receive contributions or deposits in cash or in minted metals.

The Trustee shall make the transfers, deposits, investments, or reinvestments (on the dates, to the accounts, for the amounts, and under the terms and conditions indicated in the respective instructions) to the previously instructed accounts, without any liability. The Trustee will not be liable if the transfers cannot be made due to circumstances attributable to the portal, the system, or the credit institution where the Trust Accounts are opened, including the banking services provided directly by HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero, whose banking services should not be confused with the trust services of the Trustee of the Trust .

The amounts and funds indicated below must be deposited in each of the Trust Accounts:

(a) SETA Periodic Expenses Reserve Account. All cash funds contributed to SETA Recurring Expense Reserve Account, in accordance with the provisions of the Credit Documents.

(b) SETA Debt Service Reserve Account. All cash funds contributed to SETA Debt Service Account, in accordance with the provisions of the Credit Documents.

(c) Peso Concentration Account. All cash funds, which are denominated in Pesos, which are or derive from (i) all the Distributions, (ii) all the resources related or that derive from the TAA Rights, (iii) contributions from the Settlor, either directly or by any third party on behalf of any of the Settlor, to serve as collateral under the terms of the provisions of the Credit Agreement, and (iv) (*sic*) amounts transferred by the Trustee from the other Accounts of the Trust, in accordance with the instructions given by the Primary Beneficiary to that effect.

(d) Other Amounts. Any and all other cash and other proceeds, and/or income derived from or related to the Trust Property which are received by the Trustee pursuant to this Trust Agreement will be deposited by the Trustee in the Trust Account instructed by the Primary Beneficiary, immediately after the funds have been debited.

In the event that, notwithstanding the provisions contained in this Trust Agreement, the Settlor (or its agents) receive any payments, cash amounts, proceeds, and/or income derived from or related to the Trust Property, then such amounts (1) will constitute and form part of the Trust Property pursuant to this Trust Agreement, (2) will be received by the Settlor on deposit, as agent for the Trustee and for the benefit of the Primary Beneficiary, (3) will be segregated from the other funds or property of the Settlor, and (4) will be deposited by the Settlor in the appropriate Trust Account, within one Business Day following the date on which they are received, without deduction, setoff, or claim to be used and applied as provided in this Agreement.

7.2 Distribution of Funds.

(a) Application of Funds. The Parties agree that, as long as the Primary Beneficiary has not delivered an Event of Default notice in terms of this Agreement, it will be the Settlor who willexclusively instruct the Trustee, the way in which any amounts held in the Trust Property must be applied without limitation, order or restriction, except for the conditions as established in the Credit Documents. The foregoing, in the understanding that, upon the delivery by the Primary Beneficiary of an Event of Default Notice to Trustee, then the Primary Beneficiary will have the exclusive righ to instruct the Trustee regarding the application of the resources in the Trust Property, in connection with this Agreement.

7.3 Books and records.

The Trustee shall keep such accounts, books, and records as may be required to record properly all transactions made by the Trustee in accordance with the provisions of this Agreement. The Trustee shall allow the Primary Beneficiary and the Settlor to examine such accounts, books, and records; provided that any such visit must be made during normal business hours and upon at least three (3) Business Days prior written notice to the Trustee.

Likewise, the Trustee shall, during the term of this Agreement, provide electronic access for consultation to the persons designated for such purposes by the Primary Beneficiary and the Settlor, on the information of balances and transactions related to the Trust Accounts; provided, however, that the Settlor will not have the authority to issue instructions to withdraw funds directly and that the Trustee will be the one that will make the retirements and the application of them in accordance with Clause 7.2 of this Agreement.

6.4 Calculation Agent. The Parties expressly agree and understand that the Trustee is not a calculation agent, therefore, under no circumstances and in no case will it be required to determine the amounts to be debited and maintained in the Trust Accounts, nor to calculate the remainders or funds to be transferred to the Settlor or to the Primary Beneficiary.

6.5 Account statements.

The accountability of the Trustee will be limited solely and exclusively to the fact that the Trustee shall prepare and upload, within the first 10 (ten) Business Days of each month, to the electronic portal of the Trustee the information showing the accounting transactions made in this Trust during the relevant period, and will always be limited to the acts performed by the Trustee and never to the events or acts performed by any of the other Parties of the Trust. Therefore, any of the other Parties to the Trust or any third party hired under the Trust, will be accountable for their acts before the other Parties, without liability for the Trustee.

Any statement and/or report required under the terms of this Agreement to be filed with the other Parties by the Trustee in connection with the Trust Accounts will be copies of the account statements relating to the Trust Accounts maintained by the Trustee under this Agreement issued since the date of the preceding monthly report by the credit institution or institutions with which such bank accounts are maintained, and/or copies of the account statements relating to the investments made by the Trustee out of the Trust Property, issued since the last day of the preceding month by the intermediary financial institution or institutions through which such investments have been made; such statements and/or reports will be sent only by email, duly attaching the relevant electronic file.

Any account statement and/or report required under the terms of this Agreement to be submitted to the other Parties to this Agreement, by the Trustee, will be prepared in accordance with the formats that have been institutionally approved, and must contain all the information that the Trustee determines, in accordance with the institutional policies, and will be sent by email, duly attaching the respective format in PDF. The Parties agree that they will have a term of 15 (fifteen) calendar days following the date on which the account statements are published in the relevant electronic portal, to make, if applicable, clarifications or observations to such statements, upon expiration of such term, the account statements will be deemed tacitly approved.

In the event that any of the Trust Accounts are held by a financial institution other than CIBanco, S.A., Institución de Banca Múltiple, the Trustee shall deliver the account statements of such Trust Accounts to the Parties within 3 (three) Business Days following the date on which the Trustee receives the account statements of the Trust Accounts from the relevant bank. The Trustee shall deliver such statements electronically to the email address set forth in this Trust Agreement or to such other email address as such Parties may notify to the Trustee. The Parties agree that the Trustee will only be required to deliver such account

statements based on the institutional formats of the institutions where the accounts have been opened, without the need to replicate the information of the relevant bank in the account statements of the Trustee referred to in the preceding paragraph.

In connection with any payment or disbursement of the Trust Property pursuant to this Agreement and generally in connection with any instructions, the Trustee shall rely solely on the original, complete, and signed notices received from each of the Parties. For all matters not expressly provided in this Trust, the Trustee shall act in accordance with the instructions received by the Primary Beneficiary.

EIGHTH. Liability of the Trustee; Protection of the Trust Property.

(a) The Trustee agrees to manage the assets contributed to the Trust Property in accordance with the terms of this Agreement, to comply with its obligations, and exercise its rights under this Agreement in accordance with its terms and with due care in accordance with the Applicable Law. Pursuant to Section 5.2 of Circular Letter 1/2005, the Trustee will be generally liable for any damages caused by the breach of its obligations under this Agreement, provided that such breach is due to its fault upon determination by a final court ruling deemed res judicata.

(b) Subject to the provisions of subsection (h) below, the Parties hereto agree that the Trustee will not be liable for any act or omission of any Governmental Authority, any party to this Agreement or any third party, which would prevent the performance of the purposes of this Agreement (including without limitation, failure to receive written instructions that are not delivered in accordance with the terms of this Agreement) except for negligence, willful misconduct, or bad faith on the part of the Trustee.

(c) In the event that the assets contributed to the Trust Property are insufficient to cover the Secured Obligations, the Trustee will have no liability to make contributions to this Trust or to make any payments in connection with the Secured Obligations.

(d) The Settlor and the Primary Beneficiary shall give written notice to the Trustee of any claim that may affect the Trust Property, and appoint a person to be in charge of exercising the rights derived therefrom, or proceed with their defense, without the Trustee assuming any liability for the performance of such attorneys-in-fact, nor for the payment of the fees or expenses accrued or caused by them. All expenses and fees caused by the actions of the attorneys-in-fact will be borne by the Settlor, or charged against the assets contributed to the Trust Property, as applicable, without the Trustee assuming any responsibility for it.

(e) At any time the Trustee receives any notice or claim, judicial or otherwise, with respect to this Trust or becomes aware of any fact that may affect the Trust Property, the Trustee shall promptly give written notice of such circumstance to the Settlor and the Primary Beneficiary and shall deliver a copy of such notice or a description of the respective circumstance to the Settlor and the Primary Beneficiary as soon as practicable upon receipt of such notice or the date on which the Trustee became aware of such circumstance, as applicable, which may be done by any of the means agreed under this Agreement.

(f) In the event of an emergency requiring action to be taken in order to protect and maintain the ownership of the Trust Property and any rights derived therefrom, the Trustee shall (notwithstanding the obligation of the Settlor and the Primary Beneficiary to instruct the Trustee to grant the necessary powers) take immediate action, as soon as practicable, as required to protect the Trust Property, and all costs and expenses will be charged against the existing funds forming part of the Trust Property; provided, however, that the Settlor shall obtain the funds required to reimburse the Trustee for all documented costs and expenses incurred by the Trustee in connection with the commencement of the aforementioned actions so that the Trustee may proceed with such actions. The Trustee may recover from the Trust Property any amount incurred in connection with the actions taken pursuant to the provisions of this paragraph, provided that the Settlor shall immediately reimburse the amounts paid by the Trustee from the Trust Property.

(g) The Trustee has the right to be represented by its own attorneys-in-fact in any such proceeding. The Settlor shall be liable for the payment and shall pay all documented expenses and fees in connection with such proceedings upon demand by the Trustee, and only in the event that the Settlor fails to pay such amounts within a reasonable time, such amounts may be deducted from the Trust Property by the Trustee (upon written notice to all Parties), provided that the Settlor shall promptly reimburse the amounts paid by the Trustee from the Trust Property.

(h) The Trustee will not be liable for any action taken by it pursuant to written instructions, notices, and/or communications given to it with respect to property contributed by the Settlor and the Primary Beneficiary, as applicable, to the extent that such Parties are entitled to give instructions to the Trustee under this Agreement. The Trustee will be liable if it acts with fraud, negligence, willful misconduct, or bad faith or in contravention of its obligations under subsection (a) of this Clause Seventh.

(i) In order to comply with the purpose of this Agreement, the Trustee will have the following powers, which must be exercised in accordance with the provisions of this Agreement and are hereby granted by the Settlor, power (i) to dispose of the Trust Property with the broadest authority granted to the general attorneys-in-fact (including, without limitation, the power to transfer the rights and obligations, or related to, the Trust Property in the event of a foreclosure procedure in accordance with Clause Tenth, (ii) for litigation and collection, for acts of management, and for acts of ownership, including those that require a special clause before federal, state, and municipal authorities, arbitrators, decentralized entities, persons, or entities under the terms of Articles 2554 and 2587 of the Federal Civil Code and their related articles of the Civil Codes of the States of Mexico and of Mexico City; (iii) general power of attorney to accept, certify, issue, subscribe, guarantee, grant, endorse, and in any other way deal with negotiable instruments under the terms of Article 9 of the LGTOC; and (iv) to grant and revoke powers of attorney through which it grants to the designated attorneys-in-fact the authority indicated in writing in accordance with the terms of this Agreement.

(j) It is hereby agreed and acknowledged that in the event that, under any circumstances, the Trustee, in that capacity or directly CIBanco, S.A., Institución de Banca Múltiple, its delegates, representatives, employees, advisors, directors and/or personnel, receive a complaint in connection with and/or related to this Trust Agreement or under any

circumstance, are summoned in any capacity to appear, testify, and/or attend any proceedings before any authority in criminal matters, the Trustee in that capacity or directly CIBanco, S.A., Institución de Banca Múltiple, in such event, shall be entitled to be represented by its own legal advisors in criminal matters. Acknowledging that the cost of said advisors shall be paid directly by the Trustor, and in the event that the latter fails to comply with such obligation, the fees of Trustee's legal advisors in criminal matters in that capacity or of CIBanco, S.A., Institución de Banca Múltiple, as the case may be, will be paid from the Trust Property and to the extent it is sufficient, without the need for prior instruction from the Primary Beneficiary to charge such expenses to the Trust Property.

(k) If a notice, suit, instrument, or claim is received in accordance with the terms of this Clause, initiated by the Settlor and/or beneficiaries between them and/or against third parties, involving the Trustee in such capacity or directly CIBanco, S.A., Institución de Banca Múltiple, then the Trustee, for the purpose of avoiding falling in a situation of a conflict of interest between the Parties to the Trust, shall proceed to designate at its full discretion, the legal counsel that will represent it and address the requirement and/or answer to the respective suit, and it shall perform all court or out-of-court acts required in that respect for its defense, to ensure compliance with the Trust Purposes, the nature of this Agreement, and/or recognition of the Trustee as owner of the Trust Property, which it will do through its trust officers, the attorneys-in-fact, and/or the legal representatives that it deems pertinent for such purpose. It is hereby acknowledged that the legal counsel expenses incurred by the Trustee under the circumstances provided in this Clause will be borne directly and exclusively by the Settlor. If the Settlor fails to comply with its payment obligations assumed under this clause, in spite of having received a prior written request from the Trustee, the duly documented fees and expenses generated in that respect, and those incurred by the Trustee, will be charged from the Trust Property, with the immediately available monetary funds in any of the Trust Accounts, without the need for prior instructions from the Primary Beneficiary to charge such expenses to the Trust Property.

(l) For the exercise of acts in court or out-of-court by the attorney(s)-in-fact designated by the Primary Beneficiary as a result of the circumstances provided in this Clause or in the circumstances where the Trustee requires to carry out acts in court or out-of-court directly in the event of a judicial dispute that arises between the Parties to the Trust or by these with third parties in accordance with the circumstances provided in this Clause; the Settlor shall hold the Trustee, its executives, trust officers, officers, employees, advisors (internal or external) and/or attorneys-in-fact harmless from and against any claim or liability, holding it harmless from any monetary or financial liability resulting from an adverse ruling on civil, commercial, labor, tax, or other matters, including costs, expenses, damages, or liability, or any other type of financial resolution against it; and from any and all liability, damages, obligations, suits, rulings, settlements, requirements, costs, and/or expenses of any kind, including reasonable and documented attorney fees that are directly or indirectly enforced as a result or consequence of the acts performed by the Trustee in compliance with this Agreement (except in cases of fraud, willful misconduct, bad faith, or negligence of the Trustee determined in a final ruling not subject to appeal issued by an authority with jurisdiction, or if the Trustee performs any act that is not authorized to it under this Trust). It is hereby recognized that any monetary or financial liability originated under the terms of this Clause will be borne directly and exclusively by the Settlor. If the Settlor fails to comply with its payment obligations assumed under this Clause in spite of having received a prior written request from the Trustee, it will be charged from the Trust Property with the immediately available monetary funds in any of the Trust Accounts, without the need for prior instructions from the Primary Beneficiary regarding such charge.

(m) Notwithstanding any other limitations on the liability of the Trustee under this Agreement, the Parties agree that the Trustee will not be responsible for, nor will it have any obligation to determine, verify, or investigate with respect to the following:

i. any statement or representation made by the Settlor, and the Primary Beneficiary pursuant to this Agreement;

ii. the contents of any certificate, report, or other document delivered by any of the Primary Beneficiary, or the Settlor pursuant to or in connection with this Agreement;

iii. the performance by the Primary Beneficiary, or the Settlor of any of their obligations or covenants under this Agreement;

iv. the validity, enforceability, effectiveness, or authenticity of the documents delivered to the Trustee and the possession, identification, management, and use of the Trust Property;

v. the existence and continuance of any Event of Default as determined by the Primary Beneficiary or if any Event of Default has been cured to the satisfaction of the Primary Beneficiary;

vi. The events, acts, and omissions of any of the parties to the Trust or third parties that prevent or hinder the performance of the purposes of this Agreement; and

vii. the registration of this Trust and of the Contribution Agreement with the RUG or in any other relevant public registers, in accordance with this Agreement.

viii. the acts performed in compliance with the provisions of this Agreement; and

ix. the acts performed in compliance with the agreements and documents executed in accordance with this Agreement, and in compliance with the instructions received under the terms of this Agreement.

Without prejudice to the rights of the Trustee under this Agreement and subject to the other terms and conditions set forth herein, the Trustee will be liable for damages for breach of its obligations under this Agreement if such breach is due to its fault upon determination by a final court ruling deemed res judicata.

EIGHTH. Indemnification. The Settlor agrees, pursuant to the provisions of Article 1987 of the Civil Code for Mexico City, to defend and indemnify the Trustee, the Primary Beneficiary, and the Secured Creditors, and their trust officers, officers, advisors, executives, employees, or attorneys-in-fact from any and all liability, damages, obligation, claim, complaint, proceeding, judgment, settlement, injunction, external expenses or costs, including

documented fees of their outside counsel, asserted against, resulting from, imposed upon, or incurred by, arising out of or in consequence of, acts performed by the Trustee, the Primary Beneficiary, or the Secured Creditors in the performance of the Trust Purposes, and the defense of the Trust Property (unless one or the other is the consequence of fraud, willful misconduct, bad faith, or negligence of the Trustee, the Primary Beneficiary, or the Secured Creditors upon determination by a final court ruling or if the Trustee, the Primary Beneficiary, or the Secured Creditors perform any act which is not authorized by this Trust) or claims, fines, penalties, or any other debt of any kind in connection with the Trust Property or with this Trust, whether before administrative or judicial authorities, arbitration tribunals, or any other instance, whether local or federal, Mexican or foreign; on the understanding that this indemnity will not apply to the extent that such liability, damages, obligation, claim, complaint, proceeding, judgment, transaction, injunction, expenses, and/or costs result from a claim of the Settlor or Beneficiary against the Trustee, the Primary Beneficiary, or any of the Secured Creditors, derived from the breach of their obligations under this Agreement, if the Settlor or Beneficiary has obtained from a court with jurisdiction a final ruling in its favor with respect to such claim, provided, further, that such indemnity will not apply to claims by the Settlor against the Trustee, the Primary Beneficiary, or any of the Secured Creditors pursuant to a final and non-appealable ruling of a court with jurisdiction.

In the event of any de facto situation or act of authority, or consequence of a legal nature, which produces pecuniary liability on the Trust and/or the property of the Trustee that have been generated by acts or omissions of the Parties to this Trust, by the Trustee in compliance with the Trust Purposes, or by third parties, including disbursements related to the acts and concepts mentioned in the preceding paragraph (except in the cases in which fraud, willful misconduct, bad faith, or negligence of the Trustee determined by a final ruling of an authority with jurisdiction or that the Trustee carries out some act that is not authorized by this Trust), the payment derived from such pecuniary liability will be borne by the Settlor.

The Trustee will not be required to perform any act in accordance with this Agreement if such act results in the Trust Officers being exposed to any liability in contravention of the provisions of this Trust or of applicable law. The Trustee may under no circumstance make any disbursement or incur any expense with funds other than the Trust Property.

The Trustee will not be required to incur any expense with its own property, or incur any financial liability other than that which it assumes as Trustee, in compliance with the Trust Purposes.

The obligation of the Settlor to indemnify and hold harmless the Trustee, the Primary Beneficiary and the Secured Creditors shall survive for a period of 5 (five) years after the termination of the Trust, regardless of the cause of termination or extinction.

NINTH. Replacement or Resignation of the Trustee.

(a) Subject to the provisions of subsection (d) below, the Trustee may resign as trustee only under the terms of Article 391 of the LGTOC, by means of written notice delivered to the Settlor and the Primary Beneficiary at least 90 (ninety) calendar days in advance of the date on which such resignation is to take effect and provided that there is a substitute trustee who has accepted such position. Subject to the provisions of subsection (c) below, the Trustee may be removed, with or without cause, upon written notice delivered by the Primary Beneficiary at least ten (10) calendar days in advance.

(b) In the event that the Trustee ceases to act as trustee under this Agreement by reason of an early termination of its duties pursuant to subsection (a) above, the Trustee shall prepare statements, balances, and accounts relating to the Trust Property, which will be delivered within 30 (thirty) calendar days following notice thereof to the Settlor and the Primary Beneficiary.

(c) The Primary Beneficiary and the Settlor shall use its best efforts to replace the Trustee within the 90 (ninety) calendar day term established in subsection (a) above. As a result of the foregoing, the Trustee agrees that, in the event of replacement, the Trustee shall continue to serve as trustee in accordance with this Agreement until a replacement trustee has been appointed.

(d) Any substitute trustee will have the same rights and obligations as the Trustee appointed under this Agreement and will be deemed the "Trustee" for all purposes of this Agreement.

The Parties hereby agree that the following causes will be deemed "severe cause" and will entitle the Trustee to request its replacement as Trustee in accordance with this Trust Agreement without the Trustee being liable for this, and without the need for a court order;

(i) Failure to pay the fees of the Trustee or lack of funds in the Trust Accounts to pay these under the terms of this Trust Agreement.

(ii) If the costs and expenses incurred by the Trustee under this Trust Agreement are not reimbursed to the Trustee within 30 (thirty) calendar days.

(iii) If any of the Parties fails to provide the documentation and information that the Trustee requests from it to comply with its "KYC" (Know Your Customer) policies in accordance with the LIC.

(iv) If any of the Parties fails to provide to the Trustee the information that the latter requests from it to comply with the obligations derived from this Trust Agreement.

(v) If the Persons that, as applicable, have a power of attorney under the terms of this Trust, and/or upon instructions from the Parties hereto, do not provide on time and in the manner required, the periodic reports from the exercise of such powers of attorney to the Trustee.

The Parties hereby agree that they will have a cure term of 20 (twenty) Business Days to cure any of the circumstances described in items (i) to (v) above. If the relevant circumstance is not cured within the aforementioned term, the Trustee shall give written notice to the other Parties of its request for replacement, and the other Parties will have a term of 30 (thirty) Business Days to notify the Trustee of the name of the trust institution that will act as replacement

trustee, and the terms, conditions, and expected times in which the replacement of the trustee will occur. Under no circumstances will the Trustee leave its commission until the replacement trustee has assumed its duties.

TENTH. Foreclosure Procedure.

(a) Sale of the Trust Property. Without limiting the other rights conferred upon the Secured Creditors through the Administrative Agent or through the Primary Beneficiary under the Credit Documents, if an Event of Default occurs and continues and is not cured within the term set forth in each of the Credit Documents, as applicable, the Primary Beneficiary, upon prior instructions from the Administrative Agent, may deliver to the Trustee a request for foreclosure substantially in the form attached hereto as Exhibit F ("Foreclosure Request"), whereby it informs of the specific Event or Events of Default (without the Trustee having the obligation to verify the existence of such Events of Default) and instructs (i) that the funds existing in such Trust Accounts be withheld and immobilized in the Trust Accounts and (ii) the initiation of the following contractual extrajudicial foreclosure procedure, which is expressly agreed and accepted by the parties hereto under the terms of Article 83 (Eighty-Three) of the LIC and Article 403 (Four Hundred Three) of the LGTOC:

(1) The Parties agree that, in the event that the Primary Beneficiary delivers to the Trustee a Foreclosure Request, it implies the irrevocable entrustment to the Trustee to proceed with the disposal of part or all of the Trust Property (that is not in liquid resources, if any), as instructed in the Foreclosure Request, under the terms of this contractual extrajudicial foreclosure procedure.

(2) Upon receipt by the Trustee of the Foreclosure Request by the Primary Beneficiary and within 2 (two) Business Days following the delivery of such Foreclosure Request, the Trustee shall appoint and hire the investment bank set forth in such Foreclosure Request ("Investment Bank"), which will be in charge and responsible for organizing and coordinating the bidding procedure provided in this Agreement for purposes of the extrajudicial sale of the Designated Property and for preparing the relevant documentation, and for coordinating and making the decisions related to the foreclosure procedure, instructing the Trustee on the acts and activities that have to be carried out in connection with or under this Agreement.

(3) Likewise, once the Trustee receives the Foreclosure Request from the Primary Beneficiary, the Trustee shall immediately (i) revoke any and all powers of attorney granted, as applicable, to the Settlor and to the persons designated by it in accordance with this Agreement, (ii) cease to act pursuant to any instructions given by the Settlor, (ii) only act pursuant to the instructions received by it from the Investment Bank, once appointed and only with respect to foreclosure procedures, sale decisions, or adjudications, and from the Primary Beneficiary with respect to all other matters.

(4) The Trustee, at the expense of the Trust Property, within 2 (two) Business Days following the date of receipt of the Foreclosure Request, shall give written notice to the Settlor and in the form attached hereto as Exhibit G, at the address indicated by the latter in this Trust ("Trustee Notice"), by means of a notary public or commercial public attester

(*corridor público*), that it has received a Foreclosure Request (attaching a copy thereof) and that it has 5 (five) Business Days ("Grace Period") following the date on which it receives the Trustee Notice to deliver to the Trustee (with a copy to the Primary Beneficiary): (i) proof of payment in full of the outstanding Secured Obligations, or (ii) proof of compliance with the obligation or obligations giving rise to the Event of Default described in the Trustee Notice, or (iii) proof of the extension or novation of the Secured Obligations; provided that the Trustee shall request and receive from the Primary Beneficiary written confirmation that such Event of Default has been cured or that the Secured Obligations have been paid in full, novated, or extended, as applicable. In the event that the Trustee does not receive the aforementioned information within the established term, the Trustee shall continue with the extrajudicial proceeding under the terms set forth in this Clause. In the event that the Settlor, refuses to receive or any third party prevents or obstructs the Trustee from giving notice, such notice will be deemed delivered provided that it is delivered before a notary public at the address of the Settlor indicated in this Agreement.

(5) Upon the expiration of the Grace Period and in the event that (a) the Settlor fails to provide proof of payment, performance, novation, or extension referred to in subsection (4) above within the Grace Period, or (b) the Settlor provides such proof and the Primary Beneficiary indicates to the Trustee in writing (with a copy to the Settlor) that it disagrees with such proof (and the reasons and/or documentation supporting such disagreement) and that the Secured Obligations have not been paid in full when due, or have been novated, or extended or the respective Event of Default has not been cured, the Trustee shall (i) cause the funds then existing in the Trust Accounts to be distributed to such account as the Primary Beneficiary may instruct in writing for such purposes, to be applied under the terms of the Credit Agreement (specifying the terms for it), without having to follow the procedure set forth in this Clause for the delivery and application thereof, since the property being foreclosed is cash, and (ii) with respect to any asset or property that forms part of the Trust Property, which does not consist of liquid resources, as applicable, immediately proceed, directly or through any person designated for such purposes by the Primary Beneficiary, to extrajudicially foreclose the Designated Property in accordance with the written instructions received from the Investment Bank pursuant to this Clause and shall apply the funds held in the Trust Accounts for the payment of the Secured Obligations in accordance with the instructions to that effect and from time to time, as applicable, delivered by the Investment Bank to the Trustee.

(6) Once the Trustee has engaged the Investment Bank, such Investment Bank shall instruct the Trustee in writing substantially in the form attached hereto as Exhibit H ("Sale Instruction"), with a copy to the Settlor and the Primary Beneficiary, the way and specific terms under which the sale, for a consideration, of all or part of the Trust Property, which does not consist of liquid resources, as applicable, is to be carried out, which may be in lots, by dates, packages, or as specifically indicated and designated by the Investment Bank in the Sale Instruction (hereinafter, the Trust Property that has been specifically designated in the Sale Instruction the "Designated Property") to make the payment of the Secured Obligations.

(7) The determination of the value of the Designated Property will be made in accordance with the following. The Investment Bank will be entitled to appoint and shall hire within 4 (four) Business Days following the delivery of the Sale Instruction to

the Trustee, an expert to determine the value of the Designated Property ("Authorized Appraiser") or, the Investment Bank may decide that such Investment Bank will be the one to determine the value of the Designated Property and for such purposes, it shall also be considered as the "Authorized Appraiser". Once designated or determined, as applicable, the Investment Bank shall notify the Trustee (with a copy to the Settlor) of such circumstance. The Trustee shall obtain from the Authorized Appraiser an appraisal of the Designated Property, if any, in accordance with the written instructions received from the Investment Bank (the amount resulting from such appraisal, the "Appraisal Value of the Authorized"). The Investment Bank shall ensure that the Authorized Appraiser delivers its appraisal within 15 (fifteen) Business Days following the engagement of such Authorized Appraiser. The Trustee and the Settlor shall provide the Authorized Appraiser all the information requested by the latter in order to be able to carry out the appraisal under the terms set forth in this subsection. The Parties agree that the appraisal contained in the Appraisal Value of the Authorized Appraiser will be final and binding for the Parties and will be the base document of the price for the Investment Bank to carry out the foreclosure of the Trust Property referred to in this clause.

(8) At the latest within 2 (two) Business Days following the date of receipt of the appraisal indicating the Appraisal Value of the Authorized Appraiser, the Trustee shall deliver a copy thereof to the Settlor and to the Primary Beneficiary.

(9) Within 2 (two) Business Days following the date on which the relevant request is made, the Settlor shall produce and deliver to the Trustee and the Investment Bank such information (financial, legal, or otherwise) as may be requested in writing by the Investment Bank and as may be required for a prospective buyer or bidder to make an informed offer; provided, however, that the Trustee and the Investment Bank, as applicable, may, but is not required to, obtain such information from other sources.

(10) The sale will be made at auction before a notary public or commercial public attester chosen by the Investment Bank.

a. The Investment Bank, through its legal representatives or attorneys-in-fact, the Trustee (upon written instructions from the Investment Bank) may issue, deliver, and/or publish invitations and notices to potential bidders, hold meetings with such potential bidders, and take such other actions as may be advisable in connection with the submission of bids. Each such invitation and notice will be accompanied by private auction rules prepared by the Investment Bank in accordance with the characteristics and terms and conditions applicable to the particular process, ensuring equal participation among all participants in the process.

b. Except as instructed by the Investment Bank to the Trustee in writing, no public notice will be required in connection with the procedure set forth in this Clause, and it may be carried out by personal invitation. Notwithstanding the foregoing, in the event that the Investment Bank, deeming it convenient, considers that the sale should be carried out by means of notice or calls to the general public, such Investment Bank shall instruct the Trustee to publish the Auction Notice in any of the newspapers with the largest circulation in the address of the Trustee, at least 15 (fifteen) Business Days in advance of the date designated for the sale.

c. The personal invitation or public call must state, at least, (i) the date, time, and place where the auction will take place, (ii) that those interested in acquiring the assets to be sold must deliver to the Trustee, at least one Business Day prior to the date of the auction, between the hours of 10:00 a.m. and 5:00 p.m., at the address of the Trustee, a cashier's or certified check, surety bond, or letter of credit issued by any financial institution approved by the Primary Beneficiary in favor of the Trustee, in the amount of at least 10% of the base price of the Designated Property, or of any of the packages indicated in such invitation or call, as applicable, ("Earnest Money"), (iii) a description of the Designated Property and specify the way in which it will be auctioned (in whole, by lots, packages, among others), and (iv) the date, time, and place where the interested parties may request a copy of the instructions of the auction rules ("Auction Notice").

d. The interested party will only be considered as bidder with respect to the package indicated in the Earnest Money, i.e., on the day of the auction it will only be able to submit bids with respect to the package according to which it submitted the Earnest Money under the terms hereof. The amount consigned in the Earnest Money will be used for the payment of the sale price for such participant who is the winner of any of the packages indicated in the Auction Notice. If the Earnest Money is delivered outside the established dates and times, the Investment Bank reserves the right to consider the interested party as a bidder. In the event that the Investment Bank does not admit the interested party, it will not be considered as a bidder and the Earnest Money will be returned.

e. At the time of delivery of the Earnest Money by the interested parties to the Trustee, in terms of subsection c. above, they shall sign a copy of the instructions of the auction rules, expressing their acceptance to be bound by them. Without the requirement of the delivery of the Earnest Money and the execution of the acceptance of the rules, no interested party will be considered as a bidder, nor may it be admitted to the event.

f. The Investment Bank shall ensure that potential bidders are informed that the Trustee (upon instruction by the Investment Bank) may suspend or cancel the bidding process at any time without liability to the Trustee or the parties hereto. The winning participant must pay, in full, the price of the Designated Property to be acquired in freely transferable funds on the same day.

g. The Trustee, upon instructions of the Investment Bank and without any participation of the Primary Beneficiary, the Administrative Agent, or any Secured Party, shall settle the auction and declare the Designated Property sold, under the terms to be established, in favor of the bidder who has made the best proposal and offered the best payment terms, both, at the sole discretion of the Investment Bank. The terms of payment and the date of formalization of the relevant sale will be determined by mutual agreement between the Investment Bank and the bidder in favor of whom the sale is finalized. The Settlor may participate as bidder in the auction, under the same terms and conditions as any other bidder. Any of the Secured Creditors will have the right to submit a bid, and may do so on their own behalf and on equal terms and conditions to any other bidder; on the understanding that an offer to offset the outstanding balance of the Secured Obligations corresponding to such Secured Party may be submitted as the purchase price.

h. In the event that the winning bidder does not pay the price offered within the terms agreed with the Investment Bank, (i) the Earnest Money shall inure to the benefit of the Investment Bank, who shall use it to pay documented fees, costs, and expenses incurred hereunder, and to pay the Secured Obligations, and (ii) the Investment Bank shall within 3 (three) Business Days thereafter give notice to the bidder who, at the sole discretion of the Investment Bank, has submitted the second highest bid; and if such second highest bidder maintains its initial bid, it will be given a reasonable term (as determined by the Investment Bank) to pay the purchase price offered to the Trustee; if the second highest bidder does not maintain its bid, the Trustee shall continue to contact all bidders in the order directed by the Investment Bank, following the procedure specified herein.

(11) In the case of the first auction, the minimum sale price must be at least equal to the Appraisal Value of the Authorized Appraiser obtained pursuant to the provisions of subsection (7) above. If in the first auction the sale of the Designated Property, or a part thereof, as applicable, cannot be carried out under the terms and conditions established. The Parties agree that the Trustee, through the Investment Bank, shall carry out a second auction of all or part of the Designated Property that has not been sold, as applicable, under the same terms as the first auction, within the following 7 (seven) Business Days, decreasing the sale price by 5% (five percent). If in this second auction the sale of the Designated Property, or a part thereof, as applicable, cannot be carried out, the Trustee, through the Investment Bank, will hold a third auction of all or part of the Designated Property that has not been sold, as applicable, under the same terms as the first auction, within the following 7 (seven) Business Days, decreasing the sale price to the lesser of (i) the outstanding balance of the Secured Obligations, and (ii) the price of the third auction minus 5% (five percent). If in this third auction the sale of all the Designated Property cannot be carried out, the Trustee, through the Investment Bank, shall carry out a fourth auction of all the Designated Property that has not been sold, at the price determined by the Investment Bank at its own discretion.

(12) The priority of payments, once the sale of the Designated Property is completed, will be as set forth below. The Trustee, without the need for a court order, upon instructions from the Investment Bank, shall apply the proceeds from the sale of the Designated Property, as follows:

a. First, taxes, duties and other tax levies related to the Designated Property, due as of such date and caused by the sale of the Trust property, including those paid on behalf of the Settlor, will be covered.

b. Secondly, the Trustee will be paid its outstanding fees as of such date, including the fees corresponding to the enforcement or adjudication of the Designated Property, including those paid on behalf of the Settlor.

c. Thirdly, the expenses and fees incurred to achieve the sale and to carry out all the acts indicated in this Clause, including those paid on behalf of the Settlor, will be covered.

d. Fourth, the Primary Beneficiary will be paid, for the benefit of the Secured Creditors, to the extent of the outstanding balance of the Secured Obligations.

e. Once the above items have been covered, if there is any remainder, it will be delivered to the Settlor, on a *pro rata* basis, within a term of 10 (ten) Business Days following the date on which the sale price of the property is received.

(13) The Investment Bank will have the right at any time to instruct the Trustee to suspend the proceedings it is carrying out, and to which this Clause refers, provided that the Investment Bank will retain the right to instruct the Trustee to resume such proceedings if so required, and the latter will be bound to comply with such instruction.

(14) The Settlor hereby accepts and agrees that, subject to compliance with the extrajudicial foreclosure procedure set forth herein, it shall have no remedy against the Primary Beneficiary, the Secured Creditors, the Administrative Agent, and/or the Trustee in the event that the sale value of the Designated Property is less than the market value resulting from the relevant appraisal.

(15) The cost of the appraisals, the notices, and in general, any expenses related to this procedure will be paid by the Settlor (or, otherwise, by the Trustee with the available funds of the Trust Property). In the event that the Settlor fails to make the relevant payments and the Trust Property proves insufficient to cover such expenses, the Primary Beneficiary may provide the Trustee with sufficient funds to make such payments or directly make payments of such expenses, in which case, the Primary Beneficiary may demand from the Settlor the amount of such costs and expenses, plus interest at the interest rate per annum equal to the rate paid on default interest under the Credit Agreement, on the understanding that: (i) such interest will be calculated from the date on which such payment was made by the Primary Beneficiary, until the date on which the amount of such amounts is reimbursed in full to the Primary Beneficiary, and (ii) the funds delivered will be considered as Secured Obligations. The Trustee is released from any liability in the event that it does not have sufficient funds to carry out the acts set forth in this clause.

(16) Within the procedure set forth in this Clause, the Investment Bank will have the right to instruct the Trustee, with a copy to the Settlor, to carry out the required or convenient acts that may be related to the foreclosure procedure provided herein, even if such acts are not expressly provided in this Clause, provided that such acts do not materially alter the values and terms of sale of the Designated Property.

(17) Neither the Primary Beneficiary nor the Trustee assumes or will assume any liability, express or implied, for or in connection with the accuracy or completeness of any information, if any, provided by the Settlor to any prospective buyer in connection with the sale of the Designated Property, except in the case of willful misconduct, negligence, bad faith, or fraud of the Primary Beneficiary or the Trustee, as applicable, as determined by a non-appealable court ruling.

(18) The buyer of all or a portion of the Designated Property in accordance with the foregoing, will pay to the Trustee (or to whom it may concern) any value added tax and other applicable taxes arising as a result of, or in connection with, the transfer of the Designated Property, which the Trustee will deliver to the Settlor (or to whom it may concern). The Settlor will file the relevant tax returns in accordance with the applicable Mexican tax law, on the understanding that the Trustee will not be responsible for carrying out such procedures.

For purposes of Article 403 of the LGTOC, the Settlor expressly agrees to the extrajudicial foreclosure procedure set forth in this Clause, by signing this section as evidence of their express consent:

SERVICIOS DE TECNOLOGÍA AEROPORTUARIA, S.A. DE C.V.
AS SETTLOR

/s/ Javier Arreola Espinosa
By: Javier Arreola Espinosa
Title: Attorney-in-Fact

ELEVENTH. Taxes. Any payment by the Trustee pursuant to this Agreement will be made without deduction or withholding or on account of any tax, unless such deduction or withholding is required under the Applicable Law; provided that if the Trustee is required under the Applicable Law to make a deduction or withholding, the Trustee shall (i) pay no additional amount with respect to such deduction or withholding, unless required under the Credit Agreement, and (ii) promptly notify the Primary Beneficiary of such payment.

Any and all taxes (including, without limitation, any income taxes imposed by withholding or otherwise, sales taxes, value added taxes, and property taxes), levies, duties, fees, assessments, or determinations of any kind, present or hereafter created by the appropriate authority through the publication of a new statute, periodic amendment (*miscelanea*), law, or regulation, which are imposed on or related to the Trust Property, this Trust, or in connection with the performance of the Trust Purposes by the Trustee, will be paid by the Settlor; provided, however, that the Trustee will not be responsible for the calculation, withholding, and payment of any taxes, levies, duties, fees, assessments, or determinations, except as required by the Applicable Law in Mexico.

In the event that the tax provisions are amended, and a tax burden is imposed with respect to this Trust or the acts contemplated herein, any such tax burden will be borne by the Settlors.

The Settlor jointly and severally agrees to indemnify and hold the Trustee, the Primary Beneficiary, and the Secured Creditors harmless in the event of any tax contingency arising from the operation of this Trust.

Any expenses incurred in connection with the execution or performance of this Agreement will be borne by the Settlors. The Trustee will in no event be required to make disbursements from its property to cover such expenses, but shall give sufficient notice to the Settlors of the need to cover such expenses so that sufficient funds may be provided in advance. The Settlor will be liable for their payment obligations under this Clause Eleventh.

If the Settlor fails to comply with its obligations provided in this Clause and the Trustee receives a formal requirement from the authorities with jurisdiction to make any of the aforementioned payments, the Trustee shall give written notice on the day following the date of the requirement or notification of the relevant authority to the Primary Beneficiary regarding the requirement made by the authority, and if the Primary Beneficiary does not instruct it as to how to act, the Trustee may make the payment required from it with funds in cash that are kept in the Trust Property, and at no liability. Additionally, the Settlor shall provide to the Trustee, if requested by the latter in connection with compliance with applicable law or requirements from an authority with jurisdiction, the necessary documents to evidence compliance with its tax obligations, if applicable.

The Trustee will at all times be entitled to be represented, charged to the Trust Property, by its own attorneys, advisors, and tax advisors, in connection with any tax obligations that it may have. In accordance with the foregoing, a Settlor that is liable for a tax omission agrees to defend and hold the Trustee harmless from any liability and damages related to payment of taxes (including fees and expenses of tax advisors and attorneys, which are relatively reasonable and at market prices) derived from entering into or complying with this Agreement.

As a result of the foregoing, the Settlor agrees that the Trustee is released from all liability for its actions, since these are the strict responsibility of the former, agreeing to hold it harmless, indemnifying it in case of any default or incorrect compliance with the present or future tax obligations that arise during the term of the Trust, including, without limitation: tax withholdings, relevant tax returns, payments of all kinds of taxes, contributions, fees, improvements, ancillary charges, updates, or any other federal, state, and municipal tax charge, errors or omissions, any tax process before the tax authorities and other authorities, and agreements entered into with service providers or any other type of agreements, except in case of negligence, willful misconduct, or bad faith of the Trustee. The foregoing also includes any court or out-of-court dispute, unfavorable criteria and resolutions, administrative acts, administrative procedures, and the others that may arise as a result of the default or incorrect compliance with present or future tax obligations that arise during the term of the Trust, with the Settlor also hereby agreeing to be liable for the amount that should have been paid and/or the obligations that should have been complied with directly with the relevant tax authorities.

TWELFTH. Reports; inspections.

(a) Financial Statements. The Trustee hereby agrees to provide to the Parties, as soon as practicable, but in any event within 15 (fifteen) Business Days of each calendar month during the term of this Agreement, a financial statement with respect to the Trust Property, which must include, among other things, all deposits, debits, transfers, Permitted Investments, and closing balances with respect to the immediately preceding calendar month.

Any financial statement or report prepared by the Trustee must be prepared in accordance with the formats established by the Trustee and must contain such information as the Trustee may determine in accordance with the institutional policies.

The Parties agree that the financial statements issued by the Trustee and, if applicable, the account statements received by the Trustee from the financial intermediaries with whom the investments are made, will be sent by the Trustee to the other Parties electronically to the email addresses indicated in Clause Fifteenth of this Trust, and the Trustee will be released from the obligation to send financial statements and, if applicable, physical account statements through specialized couriers. Likewise, and for the purpose of expediting the consultation process, the Trustee will facilitate consultation of the financial statements electronically through the trust system of the institution to which the Trustee belongs.

The Trustee shall send copies of the account statements relating to the bank accounts maintained by the Trustee under this Agreement which it receives from any credit institution with which Trust Accounts are open; on the understanding that in the case of bank accounts opened in a bank other than the one to which the Trustee belongs, the Trustee shall only be bound to deliver copies of the account statements provided by the bank in which such accounts are opened by the third Business Day following the day on which it receives them, and such delivery will be made electronically in accordance with the previous paragraph.

For purposes of complying with the delivery of the account statements, the Trustee, upon instructions from the appropriate Party, shall arrange and provide access to the persons designated by them and shall facilitate electronic consultation of the account statements and transactions of the Trust Accounts through online banking services. Once access to the Trust Accounts is provided, the obligation of the Trustee to deliver account statements will be deemed performed.

The Trustee will not be liable in the event that any Party does not receive the respective financial statements (provided that it has sent them under the terms of this Trust); however, such Party may at any time, in such case, request from the Trustee a copy of the relevant account statements.

(b) The Trustee further agrees to provide to the Primary Beneficiary and the Settlor, within 5 (five) Business Days following the date on which it receives a written request, all information reasonably requested in writing by either of them in connection with this Agreement and the Trust Property.

(c) The Primary Beneficiary and the Settlor, through designated representatives, may at any time during the term of this Agreement, review the records of the Trustee related to this Agreement. For such purposes, the Primary Beneficiary and the Settlor shall give written notice to the Trustee, as applicable, at least 3 (three) Business Days in advance of the review. Any such review will be conducted during business hours.

THIRTEENTH. Duration and Irrevocability. Reversion. This Agreement is irrevocable and will remain in force until all the Secured Obligations have been fully paid and satisfied, which must be certified in writing by the Primary Beneficiary, as applicable, and may not be terminated, except (i) if any of the events set forth in Article 392 (except for the one set forth in Section VI of such Article) and 392 bis of the LGTOC occurs, or (ii) in the event of the sale of the Trust Property in accordance with the terms of this Agreement. Once this Agreement is terminated in accordance with its terms, the remainder of the Trust Property shall revert in favor of the Settlor that transferred to the Trustee such property for its contribution to the Trust. Within ten (10) Business Days following the termination of this Agreement, and at the expense of the Settlor, the Trustee or the Primary Beneficiary, as applicable, shall sign all the documentation, including the total extinction agreement of the Trust to be entered into by and between the Parties to the Trust, and the documentation requested by the Settlor required to formalize the transfer to the Settlor of the remaining Trust Property, as applicable.

The cost of taxes and fees related to the reversion by the Trustee of the Trust Property to the Settlor will be fully paid by the Settlor. In the event that, for causes attributable to the Settlor, the formalization of the transfer of the Trust Property is delayed, the Settlor shall compensate the Trustee for any expenses and disbursements, including the payment of fees, as set forth in this Agreement. In the event that the Trust Property reverts to the Settlor, the Settlor will have no right to bring claims against the Trustee or the Primary Beneficiary with respect to the condition of the Trust Property.

FOURTEENTH. Additional Covenants. During the term of this Agreement, the Settlor agrees to do all such acts as, in the reasonable opinion of the Primary Beneficiary, may be required to: (i) maintain in full force and effect the Trust established under this Agreement or to enable the Trustee to perform any and all acts set forth in this Agreement, and (ii) perform such other acts as may be required to perfect the Trust established under this Agreement or to perform the Trust Purposes, including without limitation, the execution and delivery of such instruments and documents and the performance of such acts or deeds as may be required for the purpose of obtaining or retaining the rights derived from the Trust Property.

FIFTEENTH. Notices.

All notices and communications (including subpoena and any other judicial or extrajudicial notices or communications and also for purposes of extrajudicial proceedings and also for purposes of the extrajudicial foreclosure proceedings provided for in this Agreement), which under this Trust Agreement are required or permitted to be sent to any Party to this Agreement, must be in writing, in Spanish, and delivered personally or sent by certified mail with return receipt requested, by email, with the attachment in PDF format and signed in autograph form by the Authorized Officer or Officers of the respective Party, with acknowledgment of receipt automatically generated, without the need for subsequent delivery of the original to the Trustee, or, with respect to each Party, to such other address or email address as such Party may designate by written notice to the other Parties. Until notice of change of address is received by the other Parties pursuant to this Section, notices delivered to the address set forth in this Trust Agreement will be fully effective. Notices delivered personally or by specialized courier service will be effective when delivered. The notices delivered by email will be deemed delivered when they are received, according to the acknowledgement of receipt automatically generated by the electronic system. The Parties indicate as their addresses the following:

To the Settlor:

Servicios de Tecnología Aeroportuaria, S.A. de C.V.
Address: Paseo de los Tamarindos No. 400-B, Piso 7,
Bosques de las Lomas - 05120 CDMX, México
Tel: +52 55 4170 3040
Email: jarreola@nhg.com.mx
Attention: Javier Arreola Espinosa

To the Primary Beneficiary
Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat
In its capacity as of Trustee of trust CIB/4007
Blvd. Manuel Ávila Camacho 1, piso 1, Ciudad de México, Colonia Lomas de Chapultepec,
C.P. 11009.
Tel: 52 55 5123 2859
Email: jose.rivero@scotiabank.com
Attention: José Jorge Rivero Méndez

To the Trustee
CIBanco, S.A., Institución de Banca Múltiple
In its capacity as of Trustee of trust CIB/4007
Mariano Escobedo 595 Piso 8
Plaza Campos Elíseos Uno
Col. Rincón del Bosque, CP. 11580,
Miguel Hidalgo, Ciudad de México
Tel: 55 50633900
Attention: Alonso Rojas Dingler and Gerardo Andrés Sainz González
Email: arojas@cibanco.com; instruccionesmexico@cibanco.com

Any instructions, notices, requests, responses, and/or any other communications to the Trustee must be made in advance and in writing (without exception) and comply with the following requirements:

1. They must be sent to the contractual address of the Trustee.

2. They must be specifically addressed to CIBanco, S.A., Institución de Banca Múltiple, in its capacity as Trustee of the respective Trust.

3. They must refer to the internal identification number assigned to the Trust: “CIB/4007”.

4. They must refer to the Clause in accordance to which the party issuing the instruction is authorized to do so.

5. It must contain the autograph signature of the persons accredited in the document called "Certification of Signatures", requested by the Trustee under the "KYC" policies prior to the execution of this Trust and whereby they designate their authorized officers ("Authorized Officers").

6. They must expressly and clearly specify what is being requested from the Trustee, indicating specific amounts, quantities, and activities.

7. In the case of instructions related to deposits, transfers, and/or payments, the Trust Account through which the payment is to be made must be indicated, and the account to which the required deposit is to be made, detailing: (i) account number, (ii) CLABE, (iii) banking institution where such account is opened, (iv) beneficiary, (v) branch, and (vi) reference. In case of payments to be made in Dollar accounts, the following must be indicated: (i) SWIFT code, and (ii) intermediary bank data. Any notice, information, request, or instruction to be sent by email related to transactions, operations, management, and administration of the Trust Accounts must be sent with the PDF file attached, to all emails indicated in this Clause for the Trustee.

8. In the event that the Agreement does not provide a different term, the respective instruction must be delivered to the Trustee at least 2 (two) Business Days in advance of the date on which the instruction is required to be executed.

Failure to comply with any of the aforementioned items releases the Trustee from the obligation to comply with the instructions contained in such communication, and therefore the Trustee will not be liable for the result of its inactivity until such time as the errors in the aforementioned letter of instruction are corrected.

In view of the foregoing and even if not expressly provided herein, the Parties agree that for the performance of the Trust Purposes and/or any document related thereto to which the Trustee is a party, the Trustee shall at all times act in accordance with the written instructions received from the Party which pursuant hereto is required or entitled to give such instructions, except in cases in which the Trustee is required to defend the Trust Property.

If the Trustee acts in compliance with the instructions duly issued by whoever is authorized under the terms of this Trust, and in accordance with its terms, conditions, and purposes, its actions and results will not generate any liability and it shall only respond against the Trust Property and to the extent thereof, provided that it has not acted with negligence or bad faith determined by an authority with jurisdiction through a final and unappealable ruling.

The Trustee shall execute the monetary instructions on the same day of receipt if such instructions were received before 11 (eleven) a.m., and on the following Business Day if received after such time. In the case of non-monetary instructions, the Trustee shall execute the instructed acts within 2 (two) Business Days following the date of receipt of the relevant instruction, provided it has the necessary documents to execute such instruction.

With respect to the instructions or communications to be made to the Trustee, the Parties, aware of the risks involved in issuing instructions by electronic means, such as errors, insecurity, and lack of confidentiality, and the possibility of fraudulent activities, hereby authorize the Trustee to proceed in accordance with the instructions received through the aforementioned means, for which they hereby release the Trustee from any liability derived from such transmissions; the foregoing on the understanding that the Trustee will not be required to review the authenticity of such instructions or communications or to ascertain the identity of the sender or the confirming party, therefore the Parties expressly agree to be bound by any instruction or communication, which has been sent on their behalf and accepted by the Trustee.

The Parties agree from now on to use electronic means to send instructions to the Trustee, in order to carry out transactions with the liquid funds comprising the Trust Property, through the person or persons designated as Authorized Officers for such purpose, in accordance with the legal provisions applicable in this matter and the guidelines indicated by the Trustee for such purposes, accepting from now on any liability for the use of the password provided by the Trustee for access to such electronic means, in accordance with the following:

(a) The identification of the user will be made through the use of keys and passwords provided by the Trustee, which for the purposes of Article 52 of the LIC in force will be considered as the identification mechanism, and the responsibility for the use and disposal of such means of identification will solely rely on the designated person or persons.

(b) The instructions sent through the use of such electronic means will have the same legal force as the instructions containing the signature of the Authorized Officer or Officers to dispose of the liquid funds comprising the Trust Property and the Trustee shall be responsible for guaranteeing the integrity of the information transferred by such means.

(c) The creation, transfer, modification, or termination of rights and obligations inherent to the transactions and services in question will be recorded by means of a log that will record any and all data of the instructions received.

(d) User authentication will be carried out through the use of access keys and passwords, and a second authentication device that uses dynamic information for monetary transactions.

(e) Confirmation of the execution of monetary transactions, performed through the electronic means of the Trustee may be made through the same electronic means, using the following options:

Clause First. Consultation of transactions made, and consultation of balances for investment agreements, fees pending payment and rates of return.

Clause Second. Instructions for deposit, withdrawal, transfer between agreements, payment of fees and pending instructions.

Clause Third. Financial information consisting of account statement, balance sheet, income statement, and trial balance.

The Trustee hereby informs that the main risks arising from the use of electronic media, under the terms of this Clause, are the following: (a) theft of the profile using malicious code and possible electronic fraud; (b) impossibility to carry out transactions; (c) possible theft of sensitive data of the service holder; and (d) access to portals compromising the security profile of the user.

The Trustee hereby informs the Parties of the following recommendations to prevent irregular or illegal transactions: (a) keep the operating system and all its components updated; (b) use antivirus software and keep it updated; (c) install a personal firewall; (d) install anti-spyware and keep it updated; (e) set the security and privacy levels of the Internet browser to a level no lower than medium; (f) do not click on a link in an email if it is not possible to verify the authenticity of the sender; (g) make sure you are on a secure Internet site to carry out e-commerce or e-banking transactions; (h) never disclose your personal information to anyone else; (i) change usernames and passwords on a regular basis; (j) learn to distinguish warning signs; (k) consider installing a browser toolbar to protect against fraudulent sites; (l) avoid conducting financial transactions from public places or wireless networks; (m) periodically review all accounts to which you have electronic access; (n) contact the Trustee with any irregularities; and (o) report fraudulent or suspicious emails.

It is the responsibility of the other Parties to promptly inform the Trustee of any change in the register of Authorized Officers to use the electronic media of the Trustee. These changes include terminations and additions of users, and changes in their duties with respect to the sending of instructions under the Trust agreement.

If the Trustee acts in compliance with the instructions duly issued by an authorized person, pursuant to the Trust and in accordance with its terms, conditions, and purposes, its actions and results will not give rise to any liability and it will only be required to respond against the Trust Property and to the extent thereof.

The Parties agree that in the event that the Trustee has to receive documentation under the Trust or the performance of the Trust Purposes, such documentation will only be received at the address it has indicated in this Trust, during business hours and on Business Days.

SIXTEENTH. Miscellaneous.

16.1 Amendments. This Agreement may only be amended by public instrument executed by the parties hereto and in accordance with the terms and conditions of the Credit Agreement.

16.2 Assignment. Neither the Trustee nor the Settlor may assign or transfer its rights or delegate its obligations under this Agreement, except with the prior written consent of the Primary Beneficiary, which consent must be given in a timely manner for any assignment,

transfer, or delegation made pursuant to the Credit Agreement. For such purposes, each of the Trustee and the Primary Beneficiary agrees to execute in a timely manner, upon receipt of a written request from the Settlor and at the expense of the Settlor, any contract or document or take any subsequent action, as reasonably requested by the Settlor, to carry out such transfer, assignment, or delegation. The Primary Beneficiary may only assign or transfer its rights or delegate its obligations under this Agreement as it may be permitted to assign or transfer its rights or delegate or terminate its obligations as Collateral Agent under the Credit Agreement. Notwithstanding the foregoing, if any of the Parties assigns its rights under this Agreement, it shall cause the assignee to satisfactorily comply with the requirements that the Trustee makes to comply with the terms of Article 115 of the LIC.

16.3 Waiver of Rights. The delay or omission by the Parties in the exercise of the rights and remedies provided in this Trust or in the Applicable Law will in no event be construed as a waiver thereof. Likewise, the singular or partial exercise by the Parties of any right or remedy derived from this Trust will not be construed as a waiver of the simultaneous or future exercise of any other right or remedy.

16.4. Headings; Counterparts. The headings used in this Agreement are for ease of reference only and will not be used for the interpretation of the provisions of this Agreement. This Agreement may be executed in any number of counterparts and by the several Parties hereto in separate counterparts, each of which, when executed, will be binding upon the Parties hereto, but all of which together will be deemed to be an original and will constitute one and the same instrument.

16.5 Severability. The Parties agree that, in the event that any of the provisions of this Agreement prove to be invalid or illegal, to the extent permitted by the Applicable Law in Mexico, such provisions will be deemed not enforceable and the remaining provisions of this Agreement will remain valid and enforceable.

16.6 Entire Agreement. If any provision of this Trust is declared null or invalid, the remaining provisions will remain valid and enforceable, just as if the provision declared null or invalid had not been included.

16.7 Legal Prohibitions. Pursuant to the Circular Letter and Article 106 Section XIX of the LIC, the Trustee states that, by means of this Section, it has explained in writing and in a clear and unequivocal manner to the other Parties the legal meaning and consequences of Article 106, Section XIX of the LIC, which is hereby transcribed for all relevant purposes:

"ARTICLE 106. Credit institutions may not:

XIX. When performing the transactions referenced in Article 46, Section XV of this Law:

(a) Repealed

b) Be liable to the Settlors or principals, for default by borrowers, pursuant to loans granted, or by issuers, for securities acquired, unless such default is caused by their fault, pursuant to the provisions of the final part of Article 391 of the General Law of Negotiable Instruments and Credit Transactions, or guarantee returns for the funds the investment of which is entrusted to them.

If upon termination of the trust, mandate, or agency relationship created for the purpose of granting loans, these were not settled by the borrowers, the institution shall transfer them to the Settlor or beneficiary, as applicable, or to the principal, refraining from paying its balance.

In trust, mandate, or agency agreements the above paragraphs must be included in a notorious manner and a representation by the trustee indicating that it unequivocally provided such information to the persons from which it received the property or rights to be contributed to the trust, must be included.

c) Act as trustees, or agents in trusts, mandate or agency agreements, respectively, through which funds from the public are obtained, directly or indirectly, through any action that causes direct or contingent liabilities, except regarding trusts created by the Federal Government, through the Ministry of Finance and Public Credit and trusts through which securities are registered with the National Securities Registry (Registro Nacional de Valores), pursuant to the provisions of the Securities Market Law (Ley del Mercado de Valores);

d) Perform under the trust, mandate or agency agreements referenced in the second paragraph of Article 88 of the Investment Companies Law (Ley de Sociedades de Inversión);

e) Act in trust, mandate, or agency agreements through which restrictions or prohibitions contained in financial laws are evaded;

f) Use funds or securities of the trust, mandate or agency agreements intended for providing loans, in which the Trustee has discretionary authority, to grant these for performing transactions pursuant to which their trust officers; the members of the board of directors or steering committee;, as applicable, both principal and alternate, whether acting in such capacity or not; the employees and officers of the institution, the principal or alternate statutory auditors, whether acting in such capacity or not; the members of the technical committee of the relevant trust; the ascendant or descendant first degree relatives or spouses of the aforementioned persons, the companies at whose meetings such persons or the same institutions have a majority, in addition to the persons that the Mexican Central Bank determines pursuant to general provisions.

g) Manage rural properties, unless they have been entrusted with their management, to distribute the estate among the heirs, legatees, associates or creditors, or to pay a debt obligation or to secure their performance with the value of the property itself or of its returns, and without, in these cases, such management exceeding the term of two years, except regarding trusts for production or security trusts, and

h) Enter into trusts that manage amounts of money periodically contributed by consumer groups integrated through marketing systems, intended for the acquisition of certain goods or services, of those provided in the Federal Consumer Protection Law (Ley Federal de Protección al Consumidor).

Any agreement contravening the above provisions will be null and void…"

The Parties hereby represent that the Trustee has unequivocally informed them the contents of this provision and, by executing this Trust Agreement, the Parties confirm to the Trustee that they are aware of the scope of such provision.

Additionally, pursuant to Section 5.5 of the Circular Letter, the applicable provisions of Section 6 of the Circular Letter to which the Trustee is subject are transcribed below for all relevant purposes:

"6. PROHIBITIONS
6.1 In the creation of Trusts, Trust Companies may not:

a) Charge to the trust property, prices different from those agreed upon completing the transaction in question;

b) Guarantee returns or prices for the funds the investment of which is entrusted to them; and

c) Perform transactions under conditions and terms that contravene their internal policies and sound financial practices.

6.2 Trust Companies may not enter into transactions with securities, negotiable instruments, or any other kind of financial instrument that do not comply with the specifications agreed in the relevant trust agreement.

6.3 Trust Companies may not enter into the types of Trust Agreements that they are not authorized to enter into pursuant to the laws and provisions that govern them.

6.4 In no event may Trust Companies pay, with the trust property, any penalty imposed on such Companies by any authority.

(...)

6.6 Trust Companies shall observe the provisions of Articles 106 section XIX of the Credit Institutions Law, 103 section IX of the Securities Market Law, 62 section VI of the General Law of Insurance Companies and Mutual Insurance Companies (Ley General de Instituciones y Sociedades Mutualistas de Seguros), 60 section VI Bis of the Federal Surety Law (Ley Federal de Instituciones de Fianzas) and 16 of the Organizational Law of Financiera Rural (Ley Orgánica de la Financiera Rural), as applicable for each Company."

Additionally, and in accordance with the provisions of Section 5.2 of the Circular Letter, the Trustee has made known to the other Parties that the Trustee will be civilly liable for any damages caused by the breach of the Trustee of its obligations under this Trust Agreement, if such breach is due to its fault as determined by a final and unappealable ruling of a Governmental Authority with jurisdiction.

16.8 Loan-to-Value. For purposes of Section 2.6 of the Circular Letter, the Settlor and the Primary Beneficiary agree that they have not agreed to a loan-to-value assessment, and therefore the Trustee will not be required to monitor the relationship between the value of the Trust Property and the outstanding balance of the Secured Obligations.

16.9 FATCA and CRS. In the event that the obligations related to FATCA and CRS are applicable by reason of the activities carried out through the Trust, the performance of such obligations will be the responsibility of the Trust, and therefore the Trustee shall comply with such obligations through the Settlor, and for such purposes shall hire, prior written instruction of the Settlor, an external advisor to provide advisory services, at the expense of the Trust Property, in connection with the performance of such obligations. The Trustee, upon prior instruction of the Settlor, will grant a special power of attorney to the person that the Settlor designates and with the necessary authority to carry out any acts required for the performance of such obligations, on the understanding that the Trustee will not be liable for the acts that are carried out by such attorney-in-fact.

The Settlor, the Trustee, the beneficiaries, the other Parties to the Trust, and the natural persons exercising effective control over the Trust (including through a chain of control) shall provide to the Settlor and its designee all documentation or information reasonably requested by the Settlor regarding their identity (including name, date, and place of birth), nationality, citizenship, residence (including tax residence), percentage of interest, tax status, Tax ID (or tax identification number), beneficial owners (or persons exercising control), income, assets, or any other related documentation or information, or of their beneficial owners (or persons exercising control), so that the Settlor, with the support of external counsel, may comply with any present or future obligations related to FATCA and CRS derived from the activities carried out through the Trust (including any documentation or information related to the provisions regarding the prevention and identification of transactions with funds from illegal sources) ("Tax Information"). Additionally, the Settlor, the Trustee, the beneficiaries, the other Trust Parties and the individuals exercising effective control over the Trust (including through a chain of control) shall update, amend, or replace their Tax Information to the extent of any material change (including any change in circumstances) with respect to the Tax Information previously provided.

SEVENTEENTH. Fees and Expenses of the Trustee. The documented costs and expenses incurred by the Trustee in connection with this Trust, the fees, and any other amounts generated in favor of the Trustee are jointly and severally payable by the Settlor, including, without limitation, the trustee fees generated by the execution of the Trust, and the registration fees of the Trust, and the Contribution Agreement in the RUG and other expenses related thereto.

The Settlor also agrees to pay to the Trustee the trustee fees and commissions indicated in Exhibit I to the Trust, with the exception of the payment of the trustee fees corresponding

to the formalization and anticipated first year of the annual management of this Trust, which will be paid directly by the Settlor prior to or on the execution date of the Agreement. Taxes, duties, expenses (including travel and per diem expenses, if any), will be paid in advance to the Trustee at the expense of the Settlor.

In the event that in a term greater than 90 (ninety) calendar days, following the date on which the payment of the trust fees or any payment to which the Trustee is entitled to receive or to be reimbursed under the terms of this Trust, the Trustee has not received the relevant amounts from the Settlor, the Trustee will be entitled to charge its fees against funds available in the Trust Property.

To the extent that collection of these amounts by the Trustee becomes impossible, the Trustee will be entitled to charge default interest on the unpaid balances at a rate per annum equivalent to the amount resulting from applying the average of the 28 (twenty-eight) day Interbank Equilibrium Interest Rate (TIIE) plus 2 (two) points published by the Mexican Central Bank in the Federal Official Gazette for the period from the date on which such fees were due and the date on which these are paid.

EIGHTEENTH. Permitted Investments.

18.1 Permitted Investments. The Trustee shall invest the liquid funds forming part of the Trust Property in accordance with the provisions of this Clause ("Permitted Investments"). The funds on deposit in the Trust Accounts will at all times be invested upon prior written instructions of the Settlor or the Primary Beneficiary, as applicable, in accordance with Clause 7.2 of this Agreement, and consistent with the terms of the Credit Agreement.

In the event that the Settlor or the Primary Beneficiary does not instruct the Trustee to carry out the investments in any of the Permitted Investments described in this Clause, by executing this Agreement the Parties instruct the Trustee to invest all the amounts deposited in the Trust Accounts only in the following types of investments: (i) Notes with Interest Payable at Maturity; (ii) debt instruments subject to repo or direct, issued by the Mexican federal government, both with daily liquidity terms ("Permitted Supplemental Investments"), for which the Trustee will be authorized to open the investment accounts required for such purposes; on the understanding that in the event that it is required or instructed for the performance of the Trust Purposes and/or the investments of the Trust to carry out foreign exchange transactions, such as the purchase and/or sale of foreign currency and/or conversion of funds to currencies of legal tender in other nations, or from other nations to currency of legal tender in Mexico, the Parties agree that these transactions will be carried out by the Trustee at the exchange rate of the date of the transaction offered to the public by the banking institution where the Trust Accounts are opened or in [CIBanco, S.A., Institución de Banca Múltiple] and the Trustee will not be liable for any loss or impairment that the exchange differences may generate in the Trust Property. The Trustee may execute and open the necessary agreements to carry out the forex transactions. The Trustee shall invest the funds in Supplemental Permitted Investments until it receives instructions to the contrary.

In the case of conversions, the instruction must be received at least 2 (two) Business Days in advance and the necessary resources must exist in the Trust Accounts to make the transfer to the credit institution provided in such instruction.

Investments will always be made for the necessary terms, and in any case the instruments in which the amounts that at any time the Trustee holds under this Trust are invested will have a maturity date no later than 1 (one) Business Day after their execution, to ensure that an adequate level of liquidity is maintained to timely comply with the payments, transfers, or disbursements that proceed according to this Trust, which are made with charge to the Trust Property. The Trustee will not be liable for any loss suffered by the securities invested in pursuant to this Clause, in relation to the acquisition price, due to fluctuations in the market.

In compliance with Section 3.2 of Circular Letter 1/2005, in the event that the Trustee does not immediately invest the liquid funds it has in the Trust Property, in accordance with the Trust Purposes or in accordance with the Permitted Investments, the funds received by the Trustee after 12:00 noon must be deposited in a credit institution by the Business Day following that on which they are received, while they are applied to comply with the provisions of this Trust. In the event that the deposit referred to in this Clause is made with the Trustee, such deposit will accrue the highest rate that the Trustee pays for transactions for the same term and similar amount, on the same dates on which the deposit is maintained.

The Trustee will invest in Permitted Investments referred to in this Clause on the same day on which it receives the relevant funds, if such day is a Business Day and provided that such funds are received by the Trustee before 12:00 p.m. (Mexico City time) or (ii) the immediately following Business Day if it receives the funds on a day that is not a Business Day or after 12:00 p.m. on a Business Day.

For purposes of making Permitted Investments as provided above, the Trustee is hereby authorized to open, maintain, and manage checking and/or investment accounts in the name of the Trustee, provided that such checking and/or investment accounts will be deemed to be "Trust Accounts" for purposes of this Trust Agreement.

If required, the Settlor and the Trustee hereby authorize the Trustee to make Permitted Investments; provided, however, that in no event will the rights and obligations of the Trustee, acting in such capacity, and CIBanco, S.A., Institución de Banca Múltiple, acting on its own behalf, arising out of or relating to any Permitted Investment, be extinguished or deemed to be extinguished by merger of debtor and creditor in the same person.

The Trustee has clearly and unequivocally explained to the Settlor and the Trustee the contents of Section 5.4 of the Circular Letter, the first paragraph of which is transcribed below for all relevant purposes:

"5.4 In accordance with the provisions of Articles 106, Section XIX subsection a) of the Credit Institutions Law, 103, Section IX, subsection b) of the Securities Market Law, 62 Section VI, subsection a) of the General Law of Insurance Institutions and Mutual Insurance

Companies, and 60 Section VI Bis, subsection a) of the Federal Law of Surety Bond Institutions, Full Service Banks, Development Banking Institutions corresponding under the terms of their organic laws, Brokerage Firms, Insurance Institutions and Surety Bond Institutions, are authorized to, in compliance with Trusts be able to carry out transactions with the same institution acting on their own account, provided that these are transactions that their law or provisions deriving therefrom allow them to carry out and preventive measures are established to avoid conflicts of interest."

The Trustee has also clearly and unequivocally explained to the Settlor and the Trustee the following preventive measures, in addition to the foregoing:

(i) the Trustee may carry out the transactions referred to in Section 5.4 of Circular Letter 1/2005 with CIBanco, S.A., Institución de Banca Múltiple, acting on its own behalf, provided that such transactions are permitted in accordance with the LIC and other applicable provisions and that preventive measures are established to avoid conflicts of interest;

(ii) the rights and obligations of CIBanco, S.A., Institución de Banca Múltiple, acting as Trustee and on its own behalf, will not be extinguished by merger of debtor and creditor in the same person; and

(iii) any department or area of CIBanco, S.A., Institución de Banca Múltiple, acting on its own behalf and the trust department or area of such institution, will not be directly dependent on each other.

Pursuant to the provisions of Article 106, Section XIX, subsection (b) of the LIC, the Trustee will not be liable for the rate of return received on Permitted Investments made pursuant to this Clause, except that the Trustee will be liable in cases in which such detriment is a consequence of the failure by the Trustee to comply with its obligations hereunder with respect to the performance of Permitted Investments and/or if there is willful misconduct, bad faith, gross negligence, fraud, or negligence of the Trustee in accordance with Article 391 of the LGTOC, as determined by a final and unappealable ruling of a Governmental Authority with jurisdiction.

In accordance with the General Provisions applicable to brokerage firms and credit institutions regarding investment services ("Provisions"), or any other official provision that modifies or replaces them, the Parties acknowledge that the Trustee will not provide under any circumstances any investment advisory service or attention, and therefore will not be liable to the Settlor and the Primary Beneficiary for such matters. Any investment made by the Trustee upon prior written instruction of the Settlor and the Primary Beneficiaries, will be considered a service of transactions execution. Also, in consideration of such provisions, the Parties hereby authorize the Trustee to request to the financial institutions where the Trust Accounts are kept open the exclusion of the application of such provisions, being considered as an institutional investor (as defined in the Provisions).

18.2 Investment Instructions. The Trustee shall invest the funds existing in the Trust Accounts, in accordance with the instructions received from the Settlor or the Primary Beneficiary, as applicable, in accordance with Clause 7.2 of this Agreement. The foregoing on the understanding that the Trustee shall continue to apply the last instructions received as long as it does not receive a new instruction, provided that such instruction is within the parameters set forth in the preceding Section.

NINETEENTH. Information. The Trustee agrees to maintain confidentiality with respect to the Information (as defined below), except for such Information that may be disclosed (a) to its affiliates and their respective managers, directors, members, officers, employees, agents, advisors, and other representatives on a need to know basis (provided, however, that Persons to whom such information is disclosed must be informed of the confidential nature of such information and will be instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction thereof, (c) to the extent required by the Applicable Law or by any subpoena or similar legal process or by a court with jurisdiction, (d) to any other party to this Agreement, (e) to the extent necessary in connection with the management of this Trust or in the exercise of the remedies set forth in this Agreement, or any other action or proceeding relating to this Agreement or the specific performance of rights under this Agreement, (f) subject to an agreement containing provisions substantially similar to those of this Agreement, to (i) any assignee or any prospective assignee of any of its rights or obligations under this Agreement, or (ii) any party or any prospective party (or its managers, members, directors, officers, employees, agents, advisors, and other representatives on a need to know basis) to any hedging or other similar agreement in which payments are made by reference to the Settlor and its obligations, this Agreement or payments set forth in this Agreement, (g) with the consent of the Settlor or the Primary Beneficiary, as applicable, or (h) to the extent such Information (x) is made available to the public other than as a result of a breach of this Clause Twentieth, or (y) is made available to the Trustee or any of its affiliates on a non-confidential basis by a source other than the Settlor or the Primary Beneficiary, as applicable.

For purposes of this Clause, "Information" means any information received by the Settlor or the Primary Beneficiary or any of their respective businesses, other than information that is available to the Trustee on a non-confidential basis prior to disclosure by the Settlor or the Primary Beneficiary. Any Person who is bound to maintain the confidentiality of the Information pursuant to the provisions of this Clause will be deemed to have complied with such obligation if such Person has exercised the same degree of diligence in maintaining the confidentiality of the Information as it would with its own confidential information.

The Trustee acknowledges that (a) the Information may include material confidential information relating to the Settlor or the Primary Beneficiary, as applicable, (b) it has developed compliance procedures in connection with the use of material confidential information, and (c) it will make use of such material confidential information in accordance with the Applicable Law, including Exchange Laws.

TWENTY-FIRST. Powers of Attorney. In the exercise of any power of attorney granted by the Trustee pursuant to the terms of this Agreement, the attorneys-in-fact shall give written notice to the Trustee of any act that could compromise or jeopardize the Trust Property. Likewise, the attorneys-in-fact will be responsible for reviewing the documentation and procedures carried out in the exercise of the powers granted.

The Trustee shall grant the individuals or legal persons that the Settlor or the Primary Beneficiary (as applicable, in accordance with Clause 7.2 of this Agreement) designate in writing, the powers of attorney required to defend the Trust Property under the terms of section (i) of Clause Four of this Agreement, having to grant such powers of attorney within 6 (six) Business Days following the date on which they are requested from it, provided the draft of the instrument containing the power of attorney required to be granted has been sent to it. If the Settlor or the Primary Beneficiary, as applicable, do not designate an individual or legal person for the defense of the Trust Property under the terms mentioned, and it is probable that such omission will have a material adverse effect on the Trust Property, the Trustee shall grant the necessary powers of attorney to the persons that the Trustee deems appropriate in its sole and absolute discretion, and it shall issue the necessary instructions for the effective defense of the Trust Property until the Primary Beneficiary gives the necessary written instructions for such defense, without liability for the Trustee, except in case of fraud, willful misconduct, bad faith, or negligence of the Trustee. The Trustee will not be liable for the acts of the attorneys-in-fact appointed by the Trustee in accordance with this Clause or for the payment of the relevant fees and expenses, which payment must be first charged to the Settlor. If the Settlor fails to comply with its payment obligations under this Clause, in spite of having received a prior written request from the Trustee, the documented expenses related to granting powers of attorney and fees of the legal counsel designated for such purpose will be charged to the Trust Property, in accordance with the terms of the clauses of this Agreement, without the need for prior instructions from the Primary Beneficiary to charge such expenses to the Trust Property.

TWENTY-SECOND. Exchange of Information. Pursuant to Article 106, Section XX of the LIC, the Parties hereby expressly authorize the Trustee to share and deliver any information related to the transactional documents and/or related to the Parties of this Trust to its holding company, subsidiaries, representative offices, agents, authorities, or third parties related to the Trustee in any place, solely with respect to any service related to the performance of any applicable obligation under applicable laws, internal policies, statistical purposes, processing, storage of information, and risk analysis. The foregoing on the understanding that the persons to whom the information is shared will maintain at least the same confidentiality and security conditions for the information as the Trustee is required to maintain under the Applicable Law.

TWENTY-THIRD. Governing Law; Jurisdiction. This Agreement will be governed in accordance with the laws of Mexico. For the interpretation and performance of this Agreement, the Parties expressly and irrevocably submit to the jurisdiction of the federal courts of Mexico City, Mexico, expressly waiving any other venue to which they may be entitled by reason of law, their current or future address, or otherwise.

[Intentionally left blank; signature pages follow].

SERVICIOS DE TECNOLOGÍA AEROPORTUARIA, S.A. DE C.V.
AS SETTLOR

/s/ Javier Arreola Espinosa
By: Javier Arreola Espinosa
Title: Attorney-in-Fact

Signature page of irrevocable, security, and management trust agreement number CIB/4007 entered into by and between Servicios de Tecnología Aeroportuaria, S.A. de C.V., as Settlor, Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, acting as collateral agent, on behalf and for the benefit of the Secured Creditors, as Primary Beneficiary and CIBanco, S.A., Institución de Banca Múltiple, as trustee.

SCOTIABANK INVERLAT, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO SCOTIABANK INVERLAT, ACTING AS COLLATERAL AGENT, ON BEHALF OF AND FOR THE BENEFIT OF THE SECURED CREDITORS, AS PRIMARY BENEFICIARY

/s/ José Jorge Rivero Méndez
By: José Jorge Rivero Méndez
Title: Attorney-in-Fact

/s/ Luis Michel Lugo Piña
By: Luis Michel Lugo Piña
Title: Attorney-in-Fact

[Intentionally left blank.]

Signature page of irrevocable, security, and management trust agreement number CIB/4007 entered into by and between Servicios de Tecnología Aeroportuaria, S.A. de C.V., as Settlor, Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, acting as collateral agent, on behalf and for the benefit of the Secured Creditors, as Primary Beneficiary and CIBanco, S.A., Institución de Banca Múltiple, as trustee.

CIBANCO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE.
AS TRUSTEE

/s/ Alonso Rojas Dingler
By: Alonso Rojas Dingler
Title: Trust Officer

/s/ Gerardo Andrés Sainz González
By: Gerardo Andrés Sainz González
Title: Trust Officer

[Intentionally left blank.]

Signature page of irrevocable, security, and management trust agreement number CIB/4007 entered into by and between Servicios de Tecnología Aeroportuaria, S.A. de C.V., as Settlor, Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, acting as collateral agent, on behalf and for the benefit of the Secured Creditors, as Primary Beneficiary and CIBanco, S.A., Institución de Banca Múltiple, as trustee.

Exhibit	DOCUMENT
Exhibit A	SETA Corporate Authorizations
Exhibit B	Credit Agreement and Guarantee Agreement
Exhibit C	SETA Irrevocable Instruction on OMA Distributions
Exhibit D	Form of Notice of Default
Exhibit E	Form of Contribution Agreement
Exhibit F	Form of Foreclosure Request
Exhibit G	Form of Trustee Notice
Exhibit H	Form of Sale Instruction
Exhibit I	Trustee fees and commissions

Exhibit A

SETA Corporate Authorizations

Exhibit B

Credit Agreement and Guarantee Agreement

Exhibit C

SETA Irrevocable Instructions on OMA Distributions

Exhibit D

Form of Notice of Default

Mexico City, [●], [●],20[●]

CIBanco, S.A., Institución de Banca Múltiple,
In its capacity as Trustee of Trust CIB/4007
Mariano Escobedo 595 Piso 8
Plaza Campos Elíseos Uno
Col. Rincón del Bosque, CP. 11580,
Miguel Hidalgo, Ciudad de México
Attention: [●]

Re: Trust CIB/4007 - Notice of Default

Dear Sirs:

We refer to irrevocable security, and management trust agreement number CIB/4007 dated December 7, 2022, entered into by and between Servicios de Tecnología Aeroportuaria, S.A. de C.V., as Settlor, Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, acting as collateral agent, on behalf and for the benefit of the Secured Creditors, as Primary Beneficiary and CIBanco, S.A., Institución de Banca Múltiple, as trustee (as amended from time to time, the "Trust Agreement").

Capitalized terms that are not otherwise defined herein have the meaning given to them in the Trust Agreement.

We hereby notify you that an Event of Default has occurred and continues under the Credit Agreement consisting of [description of Event of Default].

Therefore, in accordance with the provisions of (1) Clause Fourth (b) of the Trust Agreement, the Trustee shall comply with the instructions given exclusively by the Primary Beneficiary in accordance with the provisions of the Trust Agreement (including, if applicable, the delivery of instructions to OMA, in accordance with Clause 2.2 for payments of amounts under the TAA Rights to be made directly to the applicable Trust Accounts); and (2) in accordance with the provisions of Clause Tenth of the Trust, the Primary Beneficiary will initiate the relevant procedure by submitting a Foreclosure Request, in accordance with the terms set forth in the Trust.

[If required include instruction for the granting of powers of attorney].

This Notice of Default is given in the manner provided in the Trust Agreement and for all purposes established therein.

Sincerely,

SBI [Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat], acting as Collateral Agent, on behalf of and for the benefit of the Secured Creditors, as Primary Beneficiary of the Trust Agreement

_____
By: [●]
Title: Attorney-in-Fact

Exhibit E

Form of Contribution Agreement

Exhibit F

Form of Foreclosure Request

Mexico City, [●], [●], 20[●]

In its capacity as Trustee of Trust CIB/4007
Mariano Escobedo 595 Piso 8
Plaza Campos Elíseos Uno
Col. Rincón del Bosque, CP. 11580,
Miguel Hidalgo, Ciudad de México
Attention: [●]

With a copy to
Servicios de Tecnología Aeroportuaria, S.A. de C.V.
[Address]
Attention: [●]

Re: Trust [●] – Foreclosure Request

Dear Sirs:

We refer to irrevocable security, and management trust agreement number CIB/4007 dated December 7, 2022, entered into by and between Servicios de Tecnología Aeroportuaria, S.A. de C.V., as Settlor, Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, acting as collateral agent, on behalf and for the benefit of the Secured Creditors, as Primary Beneficiary and CIBanco, S.A., Institución de Banca Múltiple, as trustee (as amended from time to time, the "Trust Agreement").

Capitalized terms that are not otherwise defined herein have the meanings given to them in the Trust Agreement.

Pursuant to the Notice of Default filed with the Trustee and served on the Settlor on [●] [●] [●], attached hereto as Exhibit "A", the Primary Beneficiary hereby gives notice and certifies that such Event of Default subsists and it has not been cured within the term set forth in each of the Credit Documents.

Therefore, in accordance with the provisions of Clause Tenth of the Trust Agreement, the Primary Beneficiary, upon prior relevant instructions, hereby irrevocably notifies and instructs the Trustee to initiate the contractual extrajudicial foreclosure procedure agreed and expressly accepted by the parties to the Trust Agreement in Clause Tenth and to proceed to carry out each of the acts set forth therein, for all applicable purposes.

Sincerely,

SBI Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, acting as Collateral Agent, on behalf of and for the benefit of the Secured Creditors, as Primary Beneficiary of the Trust Agreement

_____
By: [●]
Title: Attorney-in-Fact

Exhibit “A”.
To the Foreclosure Request

Notice of Default

Exhibit G

Form of Trustee Notice

[to be performed through a notary public or commercial public attester].

Servicios de Tecnología Aeroportuaria, S.A. de C.V.
[*Address*]
Attention: [●]

Re: Trust CIB/4007 - Trustee Notice

Dear Sirs:

We refer to irrevocable security, and management trust agreement number CIB/4007 dated December 7, 2022, entered into by and between Servicios de Tecnología Aeroportuaria, S.A. de C.V., as Settlor, Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, acting as collateral agent, on behalf and for the benefit of the Secured Creditors, as Primary Beneficiary and CIBanco, S.A., Institución de Banca Múltiple, as trustee (as amended from time to time, the "Trust Agreement").

Capitalized terms that are not otherwise defined herein have the meanings given to them in the Trust Agreement.

Pursuant to the provisions of Clause Tenth of the Trust Agreement, we hereby notify you that we have received a Foreclosure Request under the terms of Exhibit "A" hereto ("Foreclosure Request").

In view of the foregoing and under the terms of the Trust Agreement, as of the date indicated in this notice, it has a term of 5 (five) Business Days to deliver to the Trustee, with a copy to the Primary Beneficiary, the following documentation: (i) proof of payment in full of the outstanding Secured Obligations, or (ii) proof of compliance with the obligation or obligations that gave rise to the Event of Default related to the Foreclosure Request, or (iii) proof of the extension or novation of the Secured Obligations.

In the event that such documentation is not delivered within the aforementioned term, the extrajudicial foreclosure of the Designated Property will proceed immediately, under the terms of Clause Tenth of the Trust Agreement.

Sincerely,

[CIBanco, S.A., Institución de Banca Múltiple],
In its capacity as Trustee of Trust CIB/4007

_____
By: [●]
Title: Trust Officer

_____
By: [●]
Title: Trust Officer

Exhibit “A”.
To the Trustee Notice

Foreclosure Request

Exhibit H

Form of Sale Instruction

CIBanco, S.A., Institución de Banca Múltiple,
In its capacity as Trustee of Trust CIB/4007
Mariano Escobedo 595 Piso 8
Plaza Campos Elíseos Uno
Col. Rincón del Bosque, CP. 11580,
Miguel Hidalgo, Ciudad de México

Attention: [●]

With a copy to:

Servicios de Tecnología Aeroportuaria, S.A. de C.V.
[Address]
Attention: [●]

Primary Beneficiary
Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat,
As collateral agent
[Address]
Tel: [●]
Attention: [●]
Email: [●]

Re: Trust CIB/4007 - Sale Instruction

Dear Sirs:

We refer to irrevocable security, and management trust agreement number CIB/4007 dated December 7, 2022, entered into by and between Servicios de Tecnología Aeroportuaria, S.A. de C.V., as Settlor, Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, acting as collateral agent, on behalf and for the benefit of the Secured Creditors, as Primary Beneficiary and CIBanco, S.A., Institución de Banca Múltiple, as trustee (as amended from time to time, the "Trust Agreement").

Capitalized terms that are not otherwise defined herein have the meanings given to them in the Trust Agreement.

The undersigned, as Investment Bank appointed pursuant to Clause Tenth of the Trust Agreement, hereby informs that the sale, for a consideration, of [all/part] of the Trust Property, in order to satisfy the payment of the Secured Obligations, will be carried out in accordance with the lots, dates, and packages specified in Exhibit "A" to this Sale Instruction.

This Sale Instruction is exercised in accordance with the terms of the Trust Agreement and for all relevant legal purposes.

Sincerely,

[Investment Bank]

_____
By: [●]
Title: Attorney-in-Fact

Exhibit “A”.
To the Sale Instruction

Procedure for the Sale of the Trust Property

Exhibit I

Trustee fees and commissions

EXHIBIT 8

English translation for informational purposes only.
Execution Version

CONTRIBUTION AGREEMENT (THE "AGREEMENT") DATED AS OF DECEMBER 7, 2022, TO THE TRUST AGREEMENT (AS SUCH TERM IS DEFINED BELOW) ENTERED ON THIS SAME DATE, BY (I) SERVICIOS DE TECNOLOGÍA AEROPORTUARIA, S.A. DE C.V. ("SETA" OR THE "SETTLOR") AS SETTLOR AND SECOND PLACE BENEFICIARY; (II) SCOTIABANK INVERLAT, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO SCOTIABANK INVERLAT, ACTING AS COLLATERAL AGENT, ON BEHALF AND FOR THE BENEFIT OF THE SECURED CREDITORS, AS TRUSTEE IN THE FIRST PLACE (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE "TRUSTEE IN THE FIRST PLACE")AND (III) CIBANCO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, AS TRUSTEE (THE "TRUSTEE" AND TOGETHER WITH THE SETTLOR, THE "PARTIES"), ACCORDING TO THE FOLLOWING RECITALS, REPRESENTATIONS, AND CLAUSES:

R E C I T A L S

FIRST. On June 14, 2000, SETA, as strategic partner, Grupo Aeroportuario del Centro Norte, S.A.B. de C.V. ("OMA"), as airport group, among others, entered into a technical assistance and technology transfer agreement (as the same may be amended from time to time, including without limitation, on November 27, 2006, May 13, 2015, and December 14, 2020, the "Technical Assistance Agreement"). A copy of the Technical Assistance Agreement is attached hereto as Exhibit A.

SECOND. On this same date, SETA, as settlor and second place beneficiary, the Trustee, in its capacity as trustee, and First Place Beneficiary entered into an irrevocable guarantee and administration trust agreement number CIB/4007 (the "Trust Agreement" or the "Trust"). A copy of the Trust Agreement is attached hereto as Exhibit B.

R E P R E S E N T A T I O N S

I. The Settlor represents, through its attorney-in-fact, that:

(a) It is a variable stock company (*sociedad anónima de capital variable*) legally incorporated and validly existing in accordance with the laws of Mexico.

(b) Its attorneys-in-fact have the necessary legal authority to enter into this Agreement on its behalf, and to transfer the ownership and title of the TAA Rights (as such term is defined below), authority that, as of the date hereof, has not been modified, restricted, limited or revoked in any way.

(c) (i) that the Technical Assistance Agreement is in force, and constitutes legal, valid and enforceable obligations against it under its terms, (ii) that it is in compliance with its obligations under the Technical Assistance Agreement, (iii) that it is the sole and legitimate owner of the collection rights and accounts receivable under the Technical Assistance Agreement, as well as the amounts derived from such collection rights and accounts receivable (collectively, such rights and amounts, the "TAA Rights"), which by executing this Agreement are transferred to the Trust Property, and (iv) that the TAA Rights are free of any lien, third party rights, options, or any other ownership limitation that could affect their transfer to the Trust Property.

(d) Pursuant to the provisions of the Technical Assistance Agreement, it has obtained the prior written consent of OMA and SETA, to contribute to the TAA Rights to the Trust Property, which corresponding to it under the Technical Assistance Agreement.

(e) Each and all representations made by it within the Trust are true and correct as of the date of execution of this Agreement and are deemed to be transcribed herein as if such representations had been made in this Agreement, except for those representations which by their nature must refer to a different date.

II. The First Place Beneficiary represents, through its attorney-in-fact, that:

(a) It is a commercial banking institution (*institución de banca múltiple*), legally constituted and existing under the laws of Mexico and is legally authorized to operate as a commercial banking institution, in terms of the provisions of Article 8 of the Credit Institutions Law (*LIC*).

(b) Its attorneys-in-fact have the sufficient and necessary authority to execute this Agreement in its name and on its behalf, and to bind it under its terms, and such authority has not been revoked, modified and/or limited in any way as of this date.

(c) It is legally authorized to act as a credit institution and, in accordance with its bylaws, is authorized to provide trust services and to enter into this Agreement.

(d) Each and all representations made by it under the Trust are true and correct as of the date of execution of this Agreement and are deemed to be transcribed herein as if such representations had been made in this Agreement, except for those representations which by their nature must refer to a different date.

III. The Trustee represents, through its trustee delegates, that:

(e) It is a commercial banking institution (*institución de banca múltiple*), legally constituted and existing under the laws of Mexico and is legally authorized to operate as a commercial banking institution, in terms of the provisions of Article 8 of the Credit Institutions Law (*LIC*).

(f) Its trustee delegates have the sufficient and necessary authority to execute this Agreement in its name and on its behalf, and to bind it under its terms, and such authority has not been revoked, modified and/or limited in any way as of this date.

(g) It is legally authorized to act as a credit institution and, in accordance with its bylaws, is authorized to provide trust services and to enter into this Agreement.

(h) Each and all representations made by it under the Trust are true and correct as of the date of execution of this Agreement and are deemed to be transcribed herein as if such representations had been made in this Agreement, except for those representations which by their nature must refer to a different date.

(i) It appears to enter into this Trust Agreement solely and exclusively in its capacity as Trustee of the Trust and in compliance with the terms of said Trust Agreement.

BY VIRTUE OF THE FOREGOING, in consideration of the foregoing recitals and representations, and in order to be legally bound under the terms of this Agreement, the Parties agree to the following:

C L A U S E S

Clause 1. Defined Terms. Capitalized terms not otherwise defined in this Agreement shall have the meanings respectively ascribed to them in the Trust.

Clause 2. Secured Obligations. The Parties hereby acknowledge and agree that the Trust Property continues to guarantee to the First Place Beneficiary each and every one of the Secured Obligations under the Credit Agreement and the other Credit Documents.

Clause 3. Contribution to the Trust Property. In this act SETA hereby irrevocably transfers and assigns to the Trustee the TAA Rights, free of any Lien, to form part of the Trust Property.

Due to such assignment, the Trustee shall be the holder of the TAA Rights; provided that (i) there is no Notice of Default, SETA may dispose of the

resources and amounts derived from the TAA Rights at its sole discretion, and (ii) upon receipt of a Notice of Default by the Trustee, the Trustee may instruct OMA to have the amounts derived from the TAA Rights paid directly into the Concentrating Account in Pesos, on each of the dates on which such payments must be made in accordance with the provisions of the Technical Assistance Agreement.

The transfer of the TAA Rights to the Trust Property is perfected in this act through the execution of this Agreement. For the purposes of articles 389 to 391 of the Code of Commerce (*Código de Comercio*), articles 2030 and 2036 of the Federal Civil Code (*Código Civil Federal*), and correlative articles of the Civil Codes of the Mexican states (*Códigos Civiles de los demás estados de México*), SETA hereby delivers to the Trustee (with a copy to the First Place Beneficiary), an original copy of the irrevocable instruction delivered to OMA through a notary public, so that upon receipt of an instruction from the Trustee indicating the receipt of a Notice of Default from the First Place Beneficiary, OMA may deposit or transfer the proceeds of the TAA Rights directly to the Concentrating Account in Pesos, which notice was consented to and accepted by OMA. Such notice evidences, as of the date of signature of this Agreement, (i) that the irrevocable assignment of the TAA Rights has been notified to OMA, and (ii) that SETA has expressly and irrevocably instructed OMA that, upon instruction from the Trustee indicating the receipt of a Notice of Default from the First Place Beneficiary, the amounts derived from the TAA Rights shall be deposited directly to the Trustee in the Concentrating Account in Pesos, without any deduction, compensation, reduction or claim whatsoever. A copy of such notice is attached hereto as Exhibit C.

In order to perfect the assignment and transfer to the Trust of the TAA Rights, SETA hereby delivers to the Fiduciary and the First Place Beneficiary: (i) a notarized copy of the Technical Assistance Agreement, including all amendments thereto, and (ii) a notarized copy of the written consent granted by OMA and Servicios Aeroportuarios del Centro Norte, S.A. de C.V., to contribute to the Trust Property the TAA Rights corresponding to it under the Technical Assistance Agreement. The Parties acknowledge that the transfer of the TAA Rights does not imply, at any time, the assignment and transfer to the Trustee of the obligations under the Technical Assistance Agreement.

The Trustee hereby accepts and acknowledges the contribution of the TAA Rights made by the Settlor, so that such TAA Rights become part of the Trust Property and are used for the purposes of the Trust.

Exclusively for the purpose of the Trustee performing the process of registering the value of the TAA Rights in its system and for no other additional purpose, the Settlor acknowledges that, pursuant to the Technical Assistance Agreement, it is entitled to receive as TAA Rights, an annual payment equal to the greater of (i) USD$3,478,000.00 (three million four hundred seventy eight thousand dollars 00/100 legal currency of the United States of America), as

such amount is restated in accordance with the U.S. National Consumer Price Index, and (ii) 3% (three percent) of OMA's consolidated EBITDA, according to its audited consolidated financial statements. The foregoing, with the understanding that the amounts indicated above in this paragraph will not be considered for purposes of the Trust enforcement procedure contained in Clause Eleven and other applicable provisions of the Trust Agreement, and other applicable provisions of the Trust Agreement, nor for any other purpose in addition to the one indicated in this paragraph.

Clause 4. Reversion; Non-Disposal for Tax Purposes.

The transfer of the TAA Rights will not imply a disposal for tax purposes in terms of Article 14 of the Federal Tax Code (*Código Civil Federal*), since the Settlor will have the right to revert the ownership of the Trustee. Therefore, each and every one of the tax effects and implications related to such rights, will continue to be registered and in charge of the Settlor.

Clause 5. Non-Novation. The Parties hereby agree that this Agreement does not constitute a novation or performance of the obligations of the Trust Agreement.

Clause 6. Costs and Inscription. The documented costs and expenses incurred by the Fiduciary in connection with this Agreement, fees and any other amounts generated in favor of the Fiduciary are payable by the Settlor including, but not limited to, the fiduciary fees generated by the execution of this Agreement, as well as the fees for registration of the Trust and this Agreement in the Sole Registry of Mobile Assets (*RUG*) and other expenses related thereto.

For all legal purposes, the Settlor shall, and hereby agrees and undertakes to, as soon as possible, but in any event no later than 5 (five) Business Days after the date of execution of this Agreement, to (i) submit the Trust and this Agreement for registration, by a notary public, and, (ii) deliver to the Trustee and the First Place Beneficiary a copy of the respective registration certificate(s), issued electronically by the *RUG*, evidencing the registration of the Trust Agreement and this Agreement.

Clause 7. Notices and Notifications. All notices and notifications required under the terms of this Agreement shall be made in accordance with the provisions of Clause Sixteen of the Trust.

Clause 8. Applicable Laws and Jurisdiction. This Agreement shall be governed in accordance with the laws of Mexico. For the interpretation and performance of this Agreement, the Parties expressly and irrevocably submit to the jurisdiction of the federal courts of Mexico City, Mexico, expressly waiving any other jurisdiction that may correspond to them by reason of law, by present or future domicile or for any other reason.

[*SIGNATURE PAGE FOLLOWS*]

SERVICIOS DE TECNOLOGÍA AEROPORTUARIA, S.A. DE C.V.
AS SETTLOR

/s/ Javier Arreola Espinosa
By: Javier Arreola Espinosa
Title: Attorney-in-fact

[Intentionally left blank.]

Signature page of the contribution agreement to the property of the irrevocable guarantee and administration trust agreement number CIB/4007, executed between Servicios de Tecnología Aeroportuaria, S.A. de C.V., as settlor, Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, as first place beneficiary, and CIBanco, S.A., Institución de Banca Múltiple, as trustee.

SCOTIABANK INVERLAT, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO SCOTIABANK INVERLAT, ACTING AS COLLATERAL AGENT, ON BEHALF OF AND FOR THE BENEFIT OF THE SECURED CREDITORS, AS FIRS PLACE BENEFICIARY.

/s/ José Jorge Rivero Méndez	/s/ Luis Michel Lugo Piña
By: José Jorge Rivero Méndez	By: Luis Michel Lugo Piña
Title: Attorney-in-fact	Title: Attorney-in-fact

[Intentionally left blank.]

Signature page of the contribution agreement to the property of the irrevocable guarantee and administration trust agreement number CIB/4007, executed between Servicios de Tecnología Aeroportuaria, S.A. de C.V., as settlor, Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, as first place beneficiary, and CIBanco, S.A., Institución de Banca Múltiple, as trustee.

CIBANCO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE
AS TRUSTEE

/s/ Alonso Rojas Dingler	/s/ Gerardo Andrés Sainz González
By: Alonso Rojas Dingler	By: Gerardo Andrés Sainz González
Title: Trustee Delegate	Title: Trustee Delegate

[Intentionally left blank.]

Signature page of the contribution agreement to the property of the irrevocable guarantee and administration trust agreement number CIB/4007, executed between Servicios de Tecnología Aeroportuaria, S.A. de C.V., as settlor, Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, as first place beneficiary, and CIBanco, S.A., Institución de Banca Múltiple, as trustee.

EXHIBIT	DOCUMENTS
Exhibit A	Copy of the Technical Assistance Agreement
Exhibit B	Copy of the Trust Agreement
Exhibit C	Irrevocable Instruction by SETA regarding the TAA Rights.

Exhibit A

Copy of the Technical Assistance Contract

Exhibit B

Copy of Trust Agreement

Exhibit C

Copy of SETA irrevocable instruction on TAA Rights

EXHIBIT 9

English translation for informational purposes only.
Execution version.

SECURITIES PLEDGE AGREEMENT ENTERED INTO BY AND BETWEEN SERVICIOS DE TECNOLOGÍA AEROPORTUARIA, S.A. DE C.V. ("SETA"), AND AERODROME INFRASTRUCTURE S.À.R.L., A LIMITED LIABILITY COMPANY (SOCIÉTÉ Á RESPONSABILITÉ LIMITÉE) INCORPORATED AND DULY EXISTING UNDER THE LAWS OF LUXEMBOURG, WITH REGISTERED OFFICE AT 9, RUE DE BITBOURG, L-1273 LUCEMBOURG, AND REGISTERED IN THE CORPORATE AND COMMERCIAL REGISTRY (REGISTRE DE COMMERCE ET DES SOCIÉTÉS) OF LUXEMBOURG UNDER NUMBER B251461, ("AERODROME" AND JOINTLY WITH SETA, THE "PLEDGORS"), IN THEIR CAPACITY AS GRANTORS, SCOTIABANK INVERLAT, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE GRUPO FINANCIERO SCOTIABANK INVERLAT, AS PLEDGEE, IN ITS CAPACITY AS SECURITY AGENT, ACTING ON BEHALF OF AND FOR THE BENEFIT OF THE SECURED CREDITORS (AS SUCH TERM "SECURED CREDITORS" IS DEFINED UNDER THE LOAN AGREEMENT (AS DEFINED HEREUNDER)) UNDER THE LOAN AGREEMENT (THE "PLEDGEE"), SCOTIA INVERLAT CASA DE BOLSA, S.A. DE C.V., GRUPO FINANCIERO SCOTIABANK INVERLAT IN ITS CAPACITY AS DEPOSITARY AND ADMINISTRATOR, (THE "DEPOSITARY" OR THE "ADMINISTRATOR"), AND MONEX CASA DE BOLSA, S.A. DE C.V., MONEX GRUPO FINANCIERO ("EXECUTOR", AND JOINTLY WITH THE PLEDGORS, THE PLEDGEE, THE DEPOSITARY AND THE ADMINISTRATOR THE "PARTIES") IN ACCORDANCE WITH THE FOLLOWING RECITALS, REPRESENTATIONS, DEFINITIONS AND CLAUSES (THE "AGREEMENT"):

RECITALS

FIRST. On July 31, 2022, Fintech Holdings, Inc., Bagual S.à. r.l., Grenadier S.à r.l., Pequod S.à r.l., Harpoon S.à r.l. and Expanse S.à r.l., as sellers, Concessoc 31 SAS (the "Debtor"), as buyers, SETA, Aerodrome, as acquired companies, Fintech Investments Ltd, as seller guarantor, and Vinci Airports S.A.S., as purchaser guarantor, entered into a share purchase agreement (the "Share Purchase Agreement").

SECOND. On December 1, 2022, the shareholders of SETA authorized the execution of this Agreement in order for SETA to pledge in favor of the Pledgee 7,516,377 Series B shares representing the capital stock of Grupo Aeroportuario del Centro Norte, S.A.B. de C.V. (the "Company"). A copy of the aforementioned corporate resolutions is attached hereto as Exhibit A.

THIRD. On November 18, 2022, the Board of Directors of Aerodrome authorized the execution of this Agreement in order for Aerodrome to pledge in favor of the Pledgee 58,529,883 Series B shares representing the capital stock of the Company. A copy of the aforementioned corporate resolutions is attached hereto as Exhibit B.

FOURTH. On December 2, 2022, the Debtor, as borrower, SETA and Aerodrome, as guarantors who are part of the agreement, several creditors, Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, as administrative agent, HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC, Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, and

Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa, as lead arrangers, among others, entered into a credit and guaranty agreement for the amount of up to $8,750,000,000.00 (eight thousand seven hundred and fifty million pesos 00/100 Mexican pesos), the proceeds of which will be used, among other purposes, to partially finance the acquisition under the Share Purchase Agreement (the "Loan Agreement"). A copy of the Loan Agreement and a copy of the Guarantor Joinder Agreement (as such term is defined below) are attached hereto as Exhibit C.

FIFTH. On December 7, 2022, each of the Pledgors, as guarantors, executed a guarantor joinder agreement, in which they were constituted as guarantors under the Loan Agreement (the "Guarantor Joinder Agreement").

SIXTH. The parties in the Loan Agreement, agreed to create and perfect a first place and priority securities pledge (the "Securities Pledge") in favor of the Pledgee, as collateral agent, with respect to the Shares (as such term is defined below) property of the Pledgors.

SEVENTH. On June 11, 2021, the ordinary general shareholders' meeting of the Company resolved, among others, (i) to issue 49,766,000 Series B shares, representative of the capital stock of the Company to be used solely and exclusively to carry out the conversion of Series BB shares representative of the capital stock of the Company into Pledged Shares (as such term is defined below) in terms of Article Six, Eleventh and other applicable articles of the Company's bylaws, which are registered in the National Securities Registry (Registro Nacional de Valores) (the "RNV") maintained by the National Banking and Securities Commission (Comisión Nacional Bancaria y de Valores) ("CNBV"), (ii) carry out all acts that may be necessary so that, immediately after the delivery of the instruction to convert the Series BB shares representative of the capital stock of the Company into Pledged Shares (a) initiate the listing on the Bolsa Mexicana de Valores, S.A.B. de C.V. of the converted Pledged Shares, (b) carry out the corresponding deposits, transfers or annotations in S.D. Indeval Institución para el Depósito de Valores, S.A. de C.V. ("Indeval") for purposes of (y) recording that such shares are pledged as a stock exchange pledge, and (z) crediting the converted Pledged Shares to the Indeval Administrator's Account; and (iii) that the Secretary, not a member of the Board of Directors of the Company, make the corresponding entries in the Company's share registry book (the "Conversion Meeting").

EIGHTH. On November 30, 2022, the general ordinary shareholders' assembly of the Company agreed, Amon others, (i) approve and take note of SETA's intention to grant a pledge agreement over Serie BB shares, representative of the capital stock of the Company of which SETA is owner, to guarantee the compliance of the obligations under the Loan Agreement, contingent to the acquisition of the shares object of the Share Purchase Agreement, (ii) recognize and to effect that 49,766,000 Series B shares (the "Series B Treasury Shares"), neither subscribed nor paid, have been issued and are on deposit in the Company's treasury, (iii) to acknowledge and certify that the registration of the Series B Treasury Shares in the National Securities Registry is up to date in terms of official communication number 153/10027069/2021 of December 31, 2021, (iv) acknowledge and certify that the Series B Treasury Shares are represented by a share certificate that is deposited with Indeval, (v) acknowledge and state for the record that in the event that the Series BB shares representing the Company's capital stock are converted into Series B shares

of the Company's capital stock, the Series B Treasury Shares shall be used to satisfy and consummate such conversion for the purposes of the Credit Agreement and the Ordinary Pledge (as such term is defined below); provided, however, that they shall cease to be applicable to the financing described at the Conversion Meeting, (vi) authorize that, in case that the Serie BB shares representative of the Company's capital stock are converted inro Serie B shares representative of the Company's capital stock, the Company will provide all and every one of the notices, announcements and documents and shall perform all the necessary acts for the effect that, immediately, upon the delivery of such instruction, (a) starts trading on the Bolsa Mexicana de Valores, S.A.B. de C.V., (vii) authorize the corresponding transfers or entries to be made in Indeval for the purposes of (y) showing that the Converted Serie B Shares are granted in a security pledge agreement in terms of the Agreement, and (z) certify the Converted Serie B Shares to the account to be established under the terms of such security agreements for the benefit of the creditors under the Loan Agreement, (viii) to authorize the Secretary, who is not a member of the Board of Directors of the Company to make the corresponding entries in the Company's share registry book, and (ix) in general, authorize the Company to carry out any necessary legal acts, formalities, managements, filings, procedures, or deliveries of documents to any securities depository, authority or stock exchange in the United States of Mexico or abroad, as well as with any other person, that may be necessary to fully consummate and satisfy the conversion of the Series BB shares representing the capital stock of the Company into Series B shares.

NINTH. In addition to the securities pledge, the parties of the Loan Agreement, agreed the execution of certain ordinary pledge agreement over shares for the effect to create and perfect of a first place and priority pledge (the "Ordinary Pledge") in favor of the Secured Creditor, as Collateral Agent, with respect to 49,766,000 ordinary shares, Series BB, representing the fixed portion of the Company´s capital stock, owned by SETA (the "Series BB Shares").

TENTH. In addition to the securities pledge and the Ordinary Pledge, the parties to the Loan Agreement agreed to execute a non-possessory pledge agreement for the effect to create and perfect a first place and priority pledge (the "Non-Possessory Pledge Agreement") in favor of the Secured Creditor, as Collateral Agent, acting for the benefit of the Secured Creditors in relation to certain bank accounts of the Debtor and Aerodrome.

REPRESENTATIONS

I. Each of the Pledgors represent, through their legal representatives, that:

a) (i) In the case of SETA, it is a variable capital stock company (*sociedad anónima de capital variable*), dully incorporated and existing in accordance with the laws of the United Mexican States ("Mexico"), and (ii) in the case of Aerodrome, it is a limited liability company (societé à responsabilité limitée) dully incorporated and existing in accordance with the laws of the Grand Duchy of Luxembourg.

b) Is dully authorized in terms of the applicable legislation and has all the necessary authorizations for the execution of this Agreement and to comply with its obligations under the same.

c) Its representatives have sufficient authority to bind it under the terms of this Agreement, and that such authority has not been modified, restricted, limited or revoked as of the date hereof.

d) In the case of SETA, it is a client of the Administrator, which, at the moment of execution of this Agreement, will have the custody and administration of the Securities (as such term is defined below) owned by it under the brokerage agreement number 8651677-0, management of which is non-discretionary, and (ii) in the case of Aerodrome, is client of the Administrator, which, at the moment of execution of this Agreement, will have the custody and administration of the Securities owned by it under the brokerage agreement number 8651678-3, management of which is non-discretionary (jointly, the brokerage agreements described in numbers (i) and (ii), the "Brokerage Agreements").

e) As of the date of execution of this Agreement, each share certificate representing the Securities that are hereby pledged under the securities pledge agreement are deposited by the Administrator in Indeval, by virtue of the provisions of each Brokerage Agreement that each has entered into with the Administrator.

f) As of the date of execution of this Agreement, it is not aware of any action, claim, requirement or proceeding, whether judicial or extra-judicial, that has been initiated before any judicial, administrative or arbitration court or governmental agency that could affect the legality, validity or enforceability of this Agreement.

g) It is the sole and lawful owner of the series B shares issued by the Company which are described hereunder (the "Securities", the "Shares" or the "Pledged Shares"), with respect to which there is no right pending to be exercised that implies a dilution to the shareholders of the Company, including, without limitation, options, warrants or subscription agreements with any shareholder of the Company, any other third party, nor decreed capital increases pending to be capitalized, nor contributions for future capital increases pending to be applied, which it is obliged to pledge pursuant to this Agreement:

Owner	Issuer	Ticker Symbol	Number of shares Series B
Servicios de Tecnología Aeroportuaria, S.A. de C.V.	Grupo Aeroportuario del Centro Norte, S.A.B. de C.V.	"OMA"	7,516,377
Aerodrome Infrastructure S.À. R.L.	Grupo Aeroportuario del Centro Norte, S.A.B. de C.V.	"OMA"	58,529,833

h) The Shares are free of any lien, option or any other contractual restriction or limitation of ownership or right of any kind, including preemptive rights (except for the security pledge created by this Agreement), have been validly issued by the Company, are fully subscribed and paid, registered in the RNV, granting fully voting rights, and are listed in item I of the securities authorized for listing on the Stock Exchange Section (as such term is defined below) under the ticker symbol "OMA".

i) The creation, existence and, if applicable, the enforcement of the Securities, will not adversely affect in any way the corporate and property rights of the Securities, and will not cause the loss or restriction of any right inherent to the Securities, such as, but not limited to, voting rights.

j) It does not require any governmental or other consent or authorization other than those it has already obtained to (i) enter into this Agreement, (ii) create, perfect and maintain the security pledge of the Securities, or (iii) comply with its obligations under this Agreement.

k) The execution of this Agreement by each of the Pledgors, the pledge over the Shares in favor of the Pledgee under this Agreement, and the performance of its obligations under this Agreement, do not contravene, conflict with or result in a breach of (i) any agreement, contract, authorization, concession, license, permit or other instrument to which each Pledgor is a party or to which each Pledgor or their property is subject, or (ii) any law, rule, provision, regulation, decree, circular, order or ruling issued by any administrative tribunal or governmental agency applicable to each Pledgor or the Shares; or (iii) any articles of incorporation, certificate of incorporations, bylaws or other organizational documents of each Pledgor.

l) The obligations established under this Agreement constitute valid obligations payable by and enforceable.

m) It is Solvent (as such term is defined below).

n) It is its desire to secure the compliance of its obligations under the Loan Agreement, and it desires to grant a security pledge over the Shares in accordance with the terms of this Agreement.

o) This Agreement constitutes a valid and enforceable first place and priority security pledge over the Shares, securing the prompt and timely payment and performance of all Secured Obligations (as such term is defined below).

p) It is its will to appoint each of the Depositary, Administrator and Executor to act as depositary, administrator and executor of the security pledge constituted under the terms of this Agreement, and only for the purposes of this Agreement.

q) It is understood that the breach of any of the obligations established in this Agreement or in the Loan Agreement, will result in the foreclosure of the security pledge constituted by means of this Agreement.

r) It acknowledges and understands that the Pledgee appears in its capacity as Collateral Agent, on behalf and for the benefit of the Secured Creditors.

II. The Pledgee represents through its legal representative that:

a) It is a multiple banking institution legally constituted and validly existing under the laws of Mexico, authorized in terms of the applicable legislation to enter into this Agreement and to comply with its obligations within.

b) Its legal representatives have the sufficient authority to bind it under the terms of this Agreement, which authority has not been modified, restricted, limited or revoked as of this date

c) It is fully authorized and has obtained all authorizations and approvals to enter into this Agreement and perform its obligations hereunder.

d) Acts on behalf of and for the benefit of the Secured Creditors.

III. The Depositary and Administrator represents, through its legal representative that:

a) It is a brokerage, dully incorporated and validly existing in accordance with the laws of Mexico, authorized in terms of the applicable legislation, to enter into this Agreement and to perform its obligations hereunder.

b) Its representative has sufficient authority to bind it under the terms of this Agreement, which authority has not been modified, restricted, limited or revoked as of this date.

c) Each Pledgor is its client and the Administrator has the Securities in custody and administration owned by each Pledgor under the Brokerage Agreements.

d) As of the date of execution of this Agreement, the share certificates representative of the Securities that are hereby pledged under the security pledge are deposited by the Depositary in Indeval, pursuant to the provisions of the Brokerage Agreement entered into with the Pledgors.

IV. The Executor represents, through its legal representatives that:

a) It is a brokerage, dully incorporated and validly existing in accordance with the laws of Mexico, authorized in terms of the applicable legislation, to enter into this Agreement and to perform its obligations hereunder.

b) Its representatives have sufficient authority to bind it under the terms of this Agreement, which authority has not been modified, restricted, limited or revoked as of this date.

In consideration of the foregoing Recitals and Representations, the Parties agree to grant the following:

CLAUSES

FIRST. DEFINITIONS AND INTERPRETATION. For purposes of this Agreement, including the Exhibits hereto, the capitalized terms set forth below shall have the meaning ascribed to them in their singular and plural forms:

"Additional Shares" has the meaning set forth in Clause Fourth.

"Administrator" means, the person designated in Clause Third, as administrator of the pledge constituted in its terms.

"Administrator´s Account" has the meaning set forth in Clause Second.

“Aerodrome” has the meaning given to it in the preamble.

"Agreement" means this Securities Pledge Agreement.

"Brokerage Agreement" has the meaning set forth in Representation I. (d) of the Pledgors.

"Business Day" has the meaning attributed to Business Days under the Loan Agreement.

“CNBV” has the meaning given in Recital Seventh.

"Company" has the meaning attributed to said term in Recital Second.

“Conversion Assembly” has the meaning granted Recital Seventh.

“Conversion Date” has the meaning set forth in Clause Fourth.

"Converted Shares" has the meaning set forth in Clause Fourth.

"Depositary" has the meaning given to it in the preamble.

"Enforcement Request" shall have the meaning indicated in Section Eighth of this Agreement and prepared in terms similar to the form attached hereto as Exhibit E.

"Event of Default Notice" means the written notice delivered by the Pledgee to the Pledgors (with a copy to each the Administrator and the Executor) indicating that an Event of Default has occurred and is continuing, in similar terms to the form attached as Exhibit D hereto.

"Event of Default" has the meaning attributed to Event of Default under the Loan Agreement.

"Executor" has the meaning given to it in the preamble.

"Indeval" means S.D. Indeval Institución para el Depósito de Valores, S.A. de C.V.

"LGSM" means the General Law of Commercial Entities (*Ley General de Sociedades Mercantiles*).

"LMV" means the Securities Market Law (*Ley del Mercado de Valores*).

"Loan Agreement" has the meaning attributed to said term in Recital Fourth.

"Loan Documents" has the meaning attributed to the term Loan Documents in the Loan Agreement.

"Mexico" means the United Mexican States.

"Ordinary Pledge" has the meaning attributed in Recital Ninth.

"Parties" has the meaning given in the preamble.

"Person" has the meaning attributed to the term Person in the Loan Agreement.

"Pesos" means pesos, the legal tender in Mexico.

"Pledgee" has the meaning given to it in the preamble.

"Pledgors" has the meaning given to it in the preamble.

"Quoted Price" has the meaning set forth in Clause Eighth.

"RNV" has the meaning given in Recital Seventh.

"Secured Creditor" has the meaning given to the term Secured Creditor in the Loan Agreement.

"Secured Obligations" has the meaning set forth in Clause Second.

"Series BB Shares" has the meaning set forth in Recital Ninth.

"SETA" has the meaning given in the preamble.

"Share Purchase Agreement" has the meaning given in Recital First.

"Shares" or "Pledged Shares" or "Securities" has the meaning set forth in Representation I. (g).

"Solvent" means, with respect to any Person at any time, that (i) such Person is not in the event of Article 2166 of the Federal Civil Code, or (ii) in any of the grounds to be declared in bankruptcy pursuant to the provisions of Articles 9, 10 and 11 of the Bankruptcy Law, or (iii) in the event established in Section V of Article 229 of the LGSM or similar or correlative provisions pursuant to the legislation applicable to such Person.

"Stock Exchange" means, Mexican Security Stock Exchange (Bolsa Mexicana de Valores, S.A.B. de C.V).

The Parties accept, acknowledge and agree that the following rules shall be the basis for interpreting the provisions of this Agreement: (i) the terms used with initial capital letters shall be equally applicable in the singular to the singular and plural forms in accordance with

their respective meanings; (ii) where the context requires so, any pronoun shall be deemed to include the corresponding masculine or feminine or neutral form; (iii) references to the Agreement and/or any other agreement or document, or any specific provision thereof, shall be interpreted as references to such instrument or provision as modified in accordance with their respective terms; (iv) references to any laws, rules, regulations, codes and other general provisions, decrees or regulations in this Agreement shall be interpreted as references to such laws, rules, regulations, codes, provisions or regulations, as the same may have been or may be amended, modified, supplemented or replaced, and shall include any regulations or rules promulgated thereunder, as well as any judicial or administrative interpretation of such laws, rules, regulations, codes, provisions or regulations; (v) references to Sections, Clauses, subsections, subparagraphs, paragraphs and Exhibits in this Agreement shall be understood as references to Sections, Clauses, subsections, subparagraphs, paragraphs and Exhibits of this Agreement, unless otherwise expressly provided or may be inferred from the context; (vi) each and every Exhibit attached to this Agreement is an integral part of this Agreement; (vii) the words "including" "includes" and "including" shall be deemed to be followed by the phrase "without limitation" unless otherwise expressly provided; (viii) in computing any periods from a specific date to a specific date thereafter, the word "from" means "from and including", the word "to" means "to but excluding" and the word "up to" means "up to and including"; and (ix) references in this Agreement to any person shall be deemed to be references to such person's successors, assigns and permitted assigns, if any.

SECOND. CREATION. The Pledgors, in terms and for the purposes of Article 204 of the LMV, by means of the execution of this Agreement, constitutes a security pledge over the Shares, and, as a consequence, over the corresponding corporate and economic rights thereon, including dividends, distributions or redemptions, reimbursements of capital, whether in cash or in specie. Such security pledge is executed to guarantee in an unconditional and irrevocable manner, in favor of the Pledgee, the due compliance of all “Obligations” (as such term is defined in the Loan Agreement) by each Pledgor and each Loan Party (as such term is defined in the Loan Agreement), (the "Secured Obligations").

For purposes of the foregoing, on this date the Pledgee has received a confirmation by the Administrator of the escrow deposit of the Shares to the account Number 010070802 maintained by the Administrator with Indeval (the "Administrator's Account").

Each Pledgor agrees that the security pledge subject of this Agreement constitutes a first degree and priority security interest in favor of the Pledgee, and that such security interest shall not be affected by any other security interest now or hereafter granted by each Pledgor in connection with the performance of the Loan Agreement Documentation, nor by any waiver, modification, reduction or expectancy that the Pledgee may grant in connection with the compliance of its obligations under the Loan Agreement Documentation. Also, the rights and obligations arising from the securities pledge hereby constituted are indivisible.

The Parties agree that the security pledge constituted under the terms of this Agreement does transfer ownership of the Securities, in accordance with the provisions of Article 204, third paragraph of the LMV.[1]

Notwithstanding the provisions under Clause Fourth, the number of Shares subject to this Agreement shall not be reduced notwithstanding the performance of any part of the Secured Obligations.

THIRD. ADMINISTRATOR. In terms of the provisions of Article 204 of the LMV, each Pledgor and the Pledgee shall appoint by mutual agreement the Administrator as Administrator of the security pledge constituted in terms of this Agreement, who in turn, expresses its conformity and acceptance of such assignment.

The Administrator receives the Shares under this security pledge and undertakes to maintain and keep custody of the Securities affected by the security pledge that guarantee the fulfillment of the Secured Obligations in favor of the Pledgee, in the Administrator's Account.

The Parties agree that, for the purposes of this Agreement and in terms of the provisions of article 204 of the LMV, the Pledgee will not be considered at any time as the Administrator of the Securities, in the understanding that the Administrator will have custody of the Securities during the validity of this Agreement.

Each Pledgor authorizes the Administrator and the Executor to inform the Bank of Mexico (Banco de México), Indeval or any competent authority of the information they may require regarding the transactions carried out pursuant to this Agreement.

The Parties agree that the Administrator and the Executor shall not perform any administrative acts on the pledged assets, except, in the case of the Administrator, to keep them in Indeval's account, and, in due course, the Executor will proceed to the sale, execution or release of the Pledged Shares, since the Pledgee as “Collateral Agent” shall perform all the acts tending to the determination of the value, communications or letters of release or execution, on the operations performed under this Agreement. Consequently, the Parties release the Administrator and the Executor, from any liability derived from the acts of administration and execution performed on the Securities under this security pledge and, if applicable, to indemnify them, in accordance with the terms of this Agreement.

FOURTH. SCOPE AND SUBSTITUTION OF THE SECURITIES. (a) The parties agree that the security pledge established under the Securities shall be in force during all the time that any Secured Obligation is unpaid and pending to be complied. Upon termination of this Agreement, and once the Secured Obligations have been fully complied and paid to the Pledgee’s satisfaction, the Administrator shall return the Shares to each Pledgor as soon as possible but not later than within the following 10 Business Days after the receipt of the instruction by the Pledgee, by transferring them to the account at Indeval held directly by the Administrator at Indeval that each Pledgor indicates in writing to the Pledgee or the Administrator, in the case of Securities, or to the bank account held by the Pledgor with a Mexican multiple banking institution that each Pledgor indicates in writing to the Pledgee or to the Administrator, as applicable, in the case of cash.

[1] Administrator/Executor: please complete.

In the event that the Stock Exchange cancels the listing of the Securities on the Stock Exchange and/or that the CNBV cancels the registration of the Securities in the RNV, the security pledge constituted in terms of this Agreement shall subsist over the Shares, and each Pledgor, at the latest within fifteen (15) Business Days following such event, undertakes to (i) consent to the amendment of this Agreement, in order to carry out the corresponding adjustments in order to modify the nature of the security pledge constituted in terms of this Agreement, without it being understood that by such circumstance there is a novation of the Secured Obligations or the termination of the pledge constituted in terms of this Agreement, (ii) give the corresponding notices to the Company so that the Company's Board of Directors' Secretary carry out the corresponding entries in the Company's share registry book to register the pledge constituted over the Shares as of the date of execution of this Agreement, and (iii) deliver, with the corresponding guarantee endorsement, the certificates representing the Shares in favor of the Secured Creditor. In such event, the Administrator and the Executor (i) will terminate their obligations under this Agreement at their own expense, (ii) if applicable, will be entitled to receive the payment corresponding to the expenses resulting from the withdrawal of the Securities before Indeval, and (iii) will be authorized to request the documentation they deem convenient in order to comply with the necessary proceedings before Indeval.

Additionally, each Pledgor undertakes not to enter into any act, agreement or contract that may extinguish or limit the rights corresponding to it as holder of the Securities, as well as not to transfer or encumber the Securities in any manner whatsoever. Likewise, each Pledgor undertakes to pay any tax, contribution, commission or expense of any kind corresponding to the Securities, to its holding or arising from this Agreement, or from the deposit of the Securities in Indeval.

(b) Each Pledgor acknowledges and agrees that, simultaneously with the execution of this Agreement, SETA has granted the Ordinary Pledge over the Series BB Shares in favor of the Pledgee in its capacity as pledgee in the Ordinary Pledge. In accordance to the Company's bylaws and the resolutions of the Conversion Meeting, in case that the Pledgee delivers an Event of Default Notice to the Pledgors, and as long as the Pledgors do not display the payment, or as the case may be, they do not prove compliance, modification, novation or waiver of the Secured Obligation of whose non-compliance is concerned within 1 (one) business day after the Event of Default Notice, the Secured Creditors may decide to convert immediately the Series BB Shares into Series B shares of the Company, registering them in the RNV and will be listed in item I of the securities authorized for listing on the Stock Exchange (the "Converted Shares").

As a result of the foregoing, the Parties agree and each Pledgor expressly consents that, immediately upon such conversion (the "Conversion Date"), an automatic increase of the number of Shares subject to this Agreement to include the Converted Shares. As from such time, any reference in this Agreement to "Securities" or "Shares" shall include the Converted Shares.

Additionally, as of the Conversion Date, each Pledgor, (i) in terms and for purposes of Article 204 of the LMV, constitutes a security pledge over the Converted Shares to guarantee the due and timely compliance of each and every one of the Secured Obligations, in the understanding that the constituted security pledge will transfer ownership; (ii) undertakes to carry out all acts that may be necessary or convenient in order for the Converted Shares to be delivered to the Collateral Agent's Account, (iii) shall appoint the Administrator as pledge Administrator and the Executor as pledge executor of the security pledge, which in turn, expresses their conformity and acceptance of such assignment, and (iv) undertakes to carry out each and every one of the acts that may be necessary to grant the Converted Shares in the securities pledge.

(c) Notwithstanding any provision contained in this Agreement, each Pledgor shall be entitled to carry out the additional pledging of Series B shares of the Company (the "Additional Shares") in accordance with this Agreement.

In the event that each Pledgor decides to grant the Additional Shares under a security pledge, the Pledgor shall notify in writing to the Administrator and the Executor (with a copy to the Pledgee) and, upon receipt of such notice, the Parties expressly agree the automatically increase of the number of Shares granted in the security pledge, so that such Additional Shares are considered to be included within the subject matter of this Agreement and, as a result, subject to the security pledge. As of that moment, any reference in this Agreement to "Securities" or "Shares" shall include the Additional Shares, obligating each Pledgor to transfer to the account indicated by the Administrator, so that the "Securities" or "Shares" are transferred to the corresponding collateral account.

Likewise, as from such time, each Pledgor, (i) in terms and for purposes of Article 204 of the LMV, constitutes a security pledge over the Additional Shares, to guarantee, in favor of the Securities Creditor, the due and timely compliance of each and every one of the Secured Obligations, in the understanding that the constituted security pledge shall constitute a transfer of ownership; (ii) undertakes to carry out all acts that may be necessary or convenient, in order for the Additional Shares to be delivered to the Administrator's Account, (iii) shall appoint the Administrator as security pledge administrator and the Executor as executor of the security pledge, who, in turn, expresses his/her conformity and acceptance of such assignment, and (iv) undertakes to carry out each and every act that may be necessary to grant the Additional Shares in the securities pledge.

As long as any of the Secured Obligations remain unpaid or in default and this Agreement is in force, no partial or total release of the Shares shall be made.

FIFTH. ECONOMIC RIGHTS. Unless an Event of Default has occurred and continues to occur, and an Event of Default Notice or an Enforcement Request has been delivered to the Administrator and the Executor, each Pledgor may receive any distribution or dividend that corresponds to the Securities. Each Pledgor may also cause such distribution to be contributed to the patrimony of the guaranty trust (as such term is defined as Guaranty Trust Agreement under the Loan Agreement), subject in any case to the agreements made in terms of the Loan Documents, provided that, if at the time the redemption or the dividend or cash distribution with respect to the Securities is paid, an Event of Default has occurred and continues, the Pledgee or the trust to which such rights have been contributed or transferred, as the case may be, shall be entitled to receive any redemption, reimbursement, dividend or distribution in relation to the Securities and to apply the full amount of any such redemption, reimbursement, dividend or distribution to the payment of the Secured Obligations (whether principal, interest or any other payable obligation), in the order and in accordance with the terms under the Loan Agreement.

If at any time during the term of this Agreement, the Company redeems or reimburses any of the Securities, pays a dividend in respect of such Securities, or carries out any other distribution in respect of the Securities other than in cash (whether in kind, in additional shares or otherwise), the shares, securities or additional shares to be distributed, if any, shall be subject to the security pledge created under this Agreement and shall be deemed for purposes of this Agreement to be Securities, in the terms of this Agreement, so that such shares or securities must be deposited in the Administrator's Account no later than the Business Day following the Company's redemption, reimbursement or payment in kind and the Pledgee shall have the right to apply the total amount of such assets to the payment of the Secured Obligations (corresponding to principal or interest), in the order set forth in the Loan Agreement.

In the event that any such Shares or cash (without being entitled thereto) are received by each Pledgor, each Pledgor shall immediately deliver the securities covering such Shares to the Administrator, endorsed as guarantee or by transfer to the Administrator’s Account or cash, for the aforementioned purposes.

In the event that the Administrator receive amounts in cash pursuant to the preceding paragraphs and these cannot be delivered immediately to each Pledgor or the Pledgee, as the case may be, such amounts must be invested on the same Business Day in which they are received in debt instruments issued or guaranteed by the federal government of Mexico. In no case shall the Administrator and Executor be liable to each Pledgor for these concepts, unless the Administrator and Executor have acted with fraud, bad faith, fault or negligence, and they will remain pledged in the Administrator’s Account. The Administrator and Executor shall continue to use their best efforts to deliver said amounts in cash until they are delivered to the person to whom they correspond.

SIXTH. CORPORATE RIGHTS. Except as set forth in the following paragraph, the Administrator will exercise the corporate rights derived from the Securities during the term of this Agreement, in accordance with the written instructions received for this purpose from each Pledgor. The expenses arising from the exercise of the aforementioned rights shall be at the each of the Pledgor’s expense, who shall, if applicable, provide the Administrator with sufficient funds at least 48 (forty-eight) hours prior to the term indicated for the exercise thereof.

In order to exercise the right to vote at the meetings of the Company corresponding to the Securities, unless an Event of Default has occurred and continues, or that an Event of Default Notice has been delivered, or an Enforcement Request has been delivered to the Administrator, each Pledgor must request in writing at least 4 (four) Business Days prior to the date of the shareholders' meeting of the Company, the necessary documentation for

each Pledgor and/or any Person appointed by such to personally attend such meetings (including the documentation to be issued by Indeval evidencing that the Securities are deposited in the account of the Administrator). Such request shall be accompanied with a copy of the notice of convocation to the corresponding meeting, containing the order of the day.

In the event that an Event of Default occurred and as long as such event continues, the Pledgee will be the only one to instruct the Administrator on the manner in which the corporate rights corresponding to the Securities will be exercised, and the Pledgee will be released from any responsibility for instructing the Administrator on the manner in which the corporate rights corresponding to the Securities will be exercised. The right to instruct the Administrator with respect to the manner in which the corporate rights shall be exercised in terms of the provisions of this Clause, shall not interrupt the enforcement procedure agreed upon in Clause Eighth, in the event that said procedure has been initiated.

In the event that the Administrator do not receive sufficient resources or do not receive the instructions from each Pledgor or the Pledgee, as the case may be, shall issue its vote in the way it considers convenient, at its sole discretion, without the Administrator having any responsibility for attending or failing to attend the respective meeting or, for the sense of the vote it has issued.

Each Pledgor hereby undertakes to irrevocably appoint the Pledgee as its attorney-in-fact, so that in its name and on its behalf it may exercise Pledgee's economic and corporate rights over the Securities in the event of an Event of Default Notice under the terms of this Agreement and in the event that corresponding Pledgor no longer exercises its corporate rights, and for such purposes, the each Pledgor agrees to execute before a notary public, a special irrevocable power of attorney in substantially similar terms as the form attached to this Agreement as Exhibit "F" in favor of the Pledgee to be exercised by any of its attorneys-in-fact or officers, to act in its name and on its behalf and to exercise, execute and defend the economic and corporate rights of each Pledgor over the Securities, with all the powers contained in Article 2554 of the Federal Civil Code and the correlative articles of the Civil Codes of the States of the Mexican Republic, with all the powers that require a special or general clause in accordance with the applicable laws, as well as with sufficient powers to enable the Pledgee to defend any and all of the Securities against any claim. Once each Pledgor grants the irrevocable special power of attorney referred to in this subsection, it undertakes to deliver to the Pledgee an original testimony of the public deeds containing mentioned powers.

SEVENTH. AFFIRMATIVE AND NEGATIVE COVENANTS. As long as the Secured Obligations remain to be complied, each Pledgor:

(a) undertakes to execute and deliver the necessary documents and instruments, and to carry out any other action that may be necessary, in the reasonable judgment of the Pledgee, if any, in order to protect the security pledge created under this Agreement and to enable the Pledgee and the Administrator and the Executor to exercise their respective rights under the terms of this Agreement;

b) refrain from disposing of or granting options on the Securities, or creating any lien, restriction or limitation of ownership with respect to any of the Securities, with the exception of the security pledge created by means of this Agreement;

c) refrain from causing, carrying out, or permit any act that affects or reasonably believes may adversely affect the Securities or the rights or resources of the Pledgee and to immediately notify the Pledgee any of such circumstances;

d) defend at its own expense the Securities from and against any action, suit or proceeding brought against the Pledgee, the Administrator or the Executor by any third party, or in connection with the provisions of this Agreement, before any governmental authority, court or arbitrator (whether Mexican or non-Mexican). The Pledgee shall have the right (but not the obligation) and, if applicable, shall instruct the Administrator to defend the Securities pursuant to this Agreement, in the event that each Pledgor fails to make the corresponding defense, in the understanding that each Pledgor shall reimburse the Pledgee, to the Administrator and the Executor for any documented costs and expenses incurred in connection with such defense and the corresponding amount shall form part of the Secured Obligations until they are paid in full;

e) undertakes to deliver to the Pledgee, any type of information that the latter reasonably requests in relation to the Securities and to carry out those procedures and respective authorizations, including, registration in the Security Interests Sole Registry, as applicable in order to create, maintain and preserve the lien of first place and priority created in favor of the Pledgee pursuant to this Agreement; and

f) undertakes to ratify the signatures of this Agreement before a notary public and to submit this Agreement for registration in the Sole Registry of Movable Assets within 2 (two) Business Days from the date of its ratification before a notary public and to deliver to the Secured Creditor evidence of such registration as soon as possible after the date of its registration but in any event within 5 (five) Business Days from the date on which it is submitted for registration in the Sole Registry of Movable Assets.

EIGHTH. APPOINTMENT OF THE EXECUTOR AND EXTRAJUDICIAL ENFORCEMENT PROCEDURE. (a) The Parties hereby agree to designate Monex Casa de Bolsa, S.A. de C.V., Monex Grupo Financiero, as the executor of this Agreement, who in turn, declares its conformity and acceptance of such assignment. In connection with the obligations of the Executor as executor under this Agreement, and exclusively for the purpose of enabling the Administrator and the Executor to comply with their obligations under this Clause Eighth, each Pledgor hereby and by signing this Agreement grants an irrevocable mandate in the nature of a commercial commission pursuant to the terms provided by Articles 273, 274 and other applicable articles of the Commercial Code, unconditional and irrevocable while this Agreement is in force, in favor of the Administrator and the Executor, so that the Administrator and the Executor may carry out any necessary acts on behalf of each Pledgor in accordance with this Agreement, solely and exclusively for the effects and purposes of the enforcement procedure established by Article 204 of the Securities Market Law.

Additionally, and on its behalf, the Administrator and the Executor hereby accept the aforementioned mandate and, therefore, its capacity as agent, in order to exercise it in accordance with the terms conferred.

Each Pledgor undertakes to pay to Monex Casa de Bolsa, S.A. de C.V., Monex Grupo Financiero, for the acceptance and development of the position of Executor the amounts established in Exhibit G.

(b) The Parties agree to the extrajudicial sale of the Securities and authorize and instruct the Administrator and Executor to carry out the sale, in accordance with the terms and conditions set forth in Article 204 of the LMV, as well as in this Agreement and the Administrator to perform all the necessary acts for the effect that the Executor may complete the extrajudicial sale of the Securities.

In the case that an Event of Default, subject to the terms and provisions set forth in the Loan Documents shall occur, without there being any obligation on behalf of the Administrator or the Executor to verify the existence or validity of such Event of Default, the Pledgee, at its sole discretion without interference from the Pledgors, shall request or notify in writing to the Administrator and the Executor (i) that the same Pledgee will maintain property of the Pledged Shares up to the amount of the Secured Obligations without the need for an execution procedure or judicial resolution, and that the amount of the Pledged Shares given in pledge shall be applied to the payment of the Secured Obligations, at their market value, resulting the effect of such application of payment to extinguish the Secured Obligations up to the amount of the market value of the Pledged Shares given in pledge, or (ii) to carry out the extrajudicial sale of the Securities, in accordance with the following procedure.

Upon the occurrence of an Event of Default, the Pledgee shall have the right to deliver, to each Pledgor, with a copy to the Administrator and the Executor, an Event of Default Notice, at the addresses indicated in this Agreement, in order for each Pledgor to, no later than within the Business Day following such notice, exhibit the payment or, as the case may be, to evidence compliance with the Secured Obligation in question, or to present the document evidencing the extension of the term, novation or waiver of the Secured Obligation in question.

On the date on which the Pledgee gives an Event of Default Notice, the Administrator and the Executor shall perform all acts required so that the Securities under the security pledge may be secured.

If each Pledgor does not exhibit the payment, or if applicable, do not evidence compliance, modification, novation or waiver of the Secured Obligation in question within the term of one Business Day mentioned above, the Pledgee, at its sole discretion without interference from the Pledgors, will deliver to the Administrator and the Executor a request or notice (i) that the same Pledgee will maintain property of the Pledged Shares up to the amount of the Secured Obligations without the need for an execution procedure or judicial resolution, and that the amount of the Pledged Shares given in pledge shall be applied to the payment of the Secured Obligations, at their market value, resulting the effect of such application of payment to extinguish the Secured Obligations up to the amount of the market

value of the Pledged Shares given in pledge, or (ii) to proceed with the enforcement (an "Enforcement Request") and proceed with the sale of part or all of the Securities through the Stock Exchange or outside of it, under the terms and conditions included in the corresponding Enforcement Request, including the designation of the brokerage house(s) that, if applicable, are determined for the coordinated execution of the pledged guarantee.

In case of proceeding with the Enforcement Request, the Securities may be offered or sold in one or more acts, according to the instructions received by the Administrator and the Executor from the Pledgee, at any time, after the Pledgee has delivered an Enforcement Request, at the quoted price per share of the Shares on the Stock Exchange (the "Quoted Price"). The Executor shall deliver to the Pledgee, for the benefit of the Secured Creditors, the proceeds from the sale of the Securities, net of all commissions, expenses, costs and documented fees and approved by the Pledgee, which net resources shall be applied in accordance with the terms of the Loan Agreement. If applicable, the remainder, after full payment of the Secured Obligations, both in cash and in Securities, if any, shall be made available to each Pledgor in the corresponding proportions.

Notwithstanding the foregoing, once 20 (twenty) calendar days have elapsed from the date on which the Pledgee has delivered the Enforcement Request to the Administrator and the Executor without having obtained the extrajudicial sale of sufficient Securities to completely cover the Secured Obligations, the Executor (together with the brokerage house(s) that if applicable, are determined by the Pledgee), may carry out the sale (in one or several acts) of the Securities in favor of a bidder or group of bidders at the price offered by them, provided that such sales shall at all times be conducted in accordance with market practices, customs and usages, including without limitation, that the offering of securities be made to multiple bidders, that an independent investment adviser's valuation be conducted to assess the viability of such bids, that reasonable commercial terms be established for the sales and that the bid representing the highest yield be selected at all times taking into consideration all the terms thereof, among others.

In the event that during the term of this Agreement, for any reason, the listing of the Shares on the Stock Exchange is suspended or stopped or, in any way, it is impossible or difficult to determine the Quoted Price for purposes of complying with an Enforcement Request, the Parties agree that for the purposes of the provisions of this Clause, the Executor may carry out the sale of the Securities (in one or several acts) in favor of a bidder or group of bidders at the price offered by them.

Unless otherwise instructed in writing by the Pledgee, the Executor undertakes to maintain the position of sale of the Securities through the Stock Exchange or to carry out and continue the over-the-counter sale efforts, as the case may be, until the sale is carried out in accordance with the terms set forth in this Agreement. During the term of the over-the-counter sale process provided for in this Clause, any amounts obtained from the sale of the Securities shall be delivered by the Executor to the Pledgee, to be applied in the order and according to the terms provided in the Loan Agreement.

For the purposes of the foregoing, each Pledgor, and the Administrator and Executor, as the case may be, undertake to carry out all the acts and procedures that may be necessary or convenient with Indeval, the depositary of the Securities or any other individuals or legal entities, private or governmental, in order to receive in a timely manner the proceeds of the respective sales for the purposes of this Agreement and to carry out the transfer of the Securities that have been sold on the Stock Exchange or in the stock exchange or over-the-counter market in which they are traded, from the Administrator's or, if applicable, the Executor's account to the account or accounts of the depositors of the buyers thereof or its trustees.

In connection with the acts set forth in this Clause Eighth, the Administrator and the Executor undertake to act reasonably, but in no event shall the Pledgee, or the Administrator or the Executor be liable for any loss or impairment that may arise with respect to the Securities as a result of acts performed under this Clause Eighth. Additionally, the Administrator and the Executor undertake to act in strict compliance with the provisions of this Agreement, but in no case shall they will be obliged to verify the Pledgee´s ability to exercise its rights under the terms of the Loan Agreement, nor shall they be liable for the exercise by the Pledgee of such rights.

Each Pledgor agrees that the Executor shall only be obliged to carry out the sale of the Securities, either in the Stock Exchange or in the stock market or over-the-counter market in which they are listed, according to the instructions of the Pledgee, without guaranteeing the result of the sale or the price to be obtained therefrom and shall not be liable for the consequences that the same may cause to the Parties. All costs and expenses caused or incurred by the Administrator and the Executor in connection with the performance of its duties under this Agreement (or any proceedings in which it may become involved as a result of the performance of such duties) shall be borne by each Pledgor.

NINTH. INDIVISIBILITY; NO NOVATION. The security pledge constituted under the terms of this Agreement, whether added or substituted, shall be indivisible and shall remain in full force and effect as long as the Secured Obligations remain unresolved. The execution of this Agreement, as well as the creation of the pledge contemplated herein, does not constitute novation, modification, payment or payment in lieu of payment of the Loan Agreement or any of the Secured Obligations.

TENTH. EXPENSES; COMPENSATION. Each Pledgor undertakes to pay all taxes, interest, penalties, fines, surcharges, liabilities and accessories resulting from the execution of this Agreement, and to indemnify the Pledgee, the Administrator and the Executor for any taxes (payable with withholding or otherwise), interest, penalties, fines, surcharges and accessories that may be demanded or payable with respect to the transactions contained in this Agreement, by any tax, civil, administrative or mercantile authority, as well as for all documented fees and expenses related to any controversy between each Pledgor and the Pledgee and/or the Administrator and the Executor. Additionally, the expenses, commissions, taxes and rights arising from the execution and registration of this Agreement, as well as from any modification of the same, including the fees of the legal advisors of the Pledgee, as well as the expenses, fees and costs incurred by the Secured Creditor and the Executor, for the enforcement of the guarantee subject of this Agreement, shall be on the behalf of and at the expense of each Pledgor.

Each Pledgor agrees to hold harmless the Administrator, the Pledgee and the Executor, their officers, advisors, affiliates, directors, employees and attorneys-in-fact, in the event of any claim, proceeding, suit or action against the Administrator, the Pledgee and the Executor, their officers, advisors, affiliates, holdings, shareholders, directors, employees and attorneys-in-fact, by virtue of any of the acts performed by them in connection with this Agreement. Therefore, each Pledgor undertakes to reimburse the Administrator, the Pledgee and the Executor, their officers, advisors, affiliates, holdings, shareholders, advisors, employees and attorneys-in-fact, for any expense or disbursement of any nature (including duly documented expenses related to legal fees) incurred or any damage or harm suffered by them by virtue of any claim, lawsuit, proceeding or action filed in Mexico or abroad, against the Administrator, the Secured Pledgee and the Executor, its officers, advisors, affiliates, counselors, employees and attorneys-in-fact in connection with any of the acts carried out under the terms of this Agreement and that are not the result of willful misconduct or bad faith from them.

Each Pledgor expressly consents, acknowledges and agrees that, with respect to any circumstance relating to or arising out of this Agreement (i) the Pledgee is acting solely in its capacity as "Collateral Agent", for the benefit of and in compliance with the instructions of the Secured Creditors, and not in its personal capacity, and therefore assumes no personal or direct obligation whatsoever, express or implied, and (ii) the Pledgee has all the necessary powers and legal authority to act on behalf of and for the benefit of the Secured Creditors; provided that with respect to all matters related to this Agreement, the Secured Creditors shall at all times act through the Pledgee.

ELEVENTH. DOMICILES. The Parties state as their addresses for the purposes of this Agreement the following:

SETA
Address: Paseo de los Tamarindos No. 400-B, Piso 7,
Bosques de las Lomas - 05120 CDMX, México
Tel: +52 55 4170 3040
Attn: Javier Arreola Espinosa
Email: jarreola@nhg.com.mx

Aerodrome
Address: Paseo de los Tamarindos No. 400-B, Piso 7,
Bosques de las Lomas - 05120 CDMX, México
Tel: +52 55 4170 3040
Attn: Javier Arreola Espinosa
Email: jarreola@nhg.com.mx

Pledgee
Adress: Blvd. Manuel Ávila Camacho 1, piso 1, Ciudad de México, Colonia Lomas de Chapultepec, C.P. 11009.
Tel: 52 55 51 23 2859
Email: jose.rivero@scotiabank.com
Attn: José Jorge Rivero Méndez

Administrator and Depositary
Scotia Inverlat Casa de Bolsa, S.A., Grupo Financiero Scotiabank Inverlat
Lorenzo Boturini #202, 1er piso, Col. Tránsito, Ciudad de Mexico, 06820
Tel: 52 55 51 23 0583
Attn: Fabiola Velazquez Mendoza and Mariana Zepeda Coffman
Email: Fabiola.velazquez@scotiabank.com and mnzepeda@scotiawealth.com.mx

Executor
Address: Av. Paseo de la Reforma 284, piso 12, Alcaldía Juárez, 06600, Ciudad de México
Tel: 5552300200 ext. 0242
Attn: Mauricio Martínez Tello
Email: maumartinez@monex.com

The Parties indicate the above addresses for the purpose of judicial or extra-judicial summons, including but not limited to notarial interpellations and diligences of payment demand, seizure and summons to trial to be carried out with respect to the present Agreement. In the event that any Party changes its address, it shall give notice to the other Parties of the new address fifteen (15) Business Days prior to the date on which such address is intended to take effect. In the event that the respective party does not give such notice in a timely manner, the notices and notifications made at the previous domicile shall be deemed valid.

TWELFTH. ASSIGNMENT. The Pledgors may not assign any right and/or obligation arising from this Agreement to any third party without the prior written authorization of the Pledgee. The Pledgee may assign its rights as permitted under the Loan Agreement.

THIRTEENTH. SUBSTITUTION OF THE EXECUTOR. In the event that the Executor is impaired to perform his duties by the requirement of an authority, due to legal impossibility or due to a conflict of interest with the Pledgee, the Executor undertakes to notify the Pledgee of said situation within 2 (two) Business Days of becoming aware of the foregoing, in order for the Pledgee to designate a new executor, within 10 (ten) Business Days following the date of the corresponding notification.

If agreed by the Pledgee, provided there is a justified cause and prior notice to the Executor 10 (ten) calendar days in advance, may designate a new executor, who must adhere to this Agreement and who, as of that date, shall be considered as the Executor for the purposes of the provisions of this Agreement. This being understood that (i) such designation must be made by an institution authorized to act as such, and (ii) the Executor may not cease to perform its functions as executor under this Agreement until such time as the substitute executor has been chosen and has adhered to this Agreement.

FOURTEENTH. REGISTRATION No later than the next Business Day after the execution date of this Agreement, the Administrator undertakes to make the necessary entries so that this security pledge is registered in its records.

FIFTEENTH. AMENDMENT. Any amendment to the terms of this Agreement must be granted in writing duly signed by each of the Parties.

SIXTEENTH. TERMINATION. This Agreement shall be terminated at the moment in which the Pledgee notifies the Administrator and the Executor that the Secured Obligations have been fully satisfied.

The Pledgee shall execute, no later than within 10 (ten) Business Days following the date on which the Pledgors request it in writing, a termination agreement to evidence the termination and release of the stock pledge constituted in accordance with this Agreement, for this purpose each Pledgor must cover all costs and expenses that arise as a result of the execution of said documentation.

SEVENTEENTH. APPLICABLE LAW; JURISDICTION. For the interpretation, compliance and execution of this Agreement, the Parties expressly agree to submit to the applicable federal laws of Mexico and to the jurisdiction of the competent federal courts located in Mexico City, expressly waiving any other present or future jurisdiction or competence that may correspond to them by due to their addresses, present or future, or for any other circumstance.

WHEREAS, the Parties hereto have read and executed this Agreement in Mexico City on December 7, 2022.

[Intentionally left in blank. Signature pages follow]

PLEDGORS

SERVICIOS DE TECNOLOGÍA AEROPORTUARIA, S.A. DE C.V.

/s/ Javier Arreola Espinosa
By: Javier Arreola Espinosa
Title: Legal representative

AERODROME INFRASTRUCTURE S.À. R.L.

/s/ Javier Arreola Espinosa
By: Javier Arreola Espinosa
Attorney-in-fact by means of the Powers of Attorney granted on November 22, 2022.

[Intentionally left in blank.]

Signature page of the Securities Pledge Agreement entered into by and between Servicios de Tecnología Aeroportuaria, S.A. de C.V. and Aerodrome Infrastructure S.À. R.L., as Pledgors, Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, as Pledgee and as collateral agent acting on behalf and for the benefit of the Secured Creditors under the terms of the Loan Agreement, Scotia Inverlat Casa de Bolsa, S.A. de C.V., Grupo Financiero Scotiabank Inverlat, in its capacity as Depositary and Administrator, and Monex Casa de Bolsa, S.A. de C.V., Monex Grupo Financiero, in its capacity as Executor.

SCOTIABANK INVERLAT, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO SCOTIABANK INVERLAT, ACTING AS COLLATERAL AGENT ON BEHALF AND FOR THE BENEFIT OF THE SECURED CREDITORS, AS PLEDGEE

/s/ José Jorge Rivero Méndez
By: José Jorge Rivero Méndez
Title: Legal representative

/s/ Luis Michel Lugo Piña
By: Luis Michel Lugo Piña
Title: Legal representative

[Intentionally left in blank.]

Signature page of the Securities Pledge Agreement entered into by and between Servicios de Tecnología Aeroportuaria, S.A. de C.V. and Aerodrome Infrastructure S.À. R.L., as Pledgors, Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, as Pledgee and as collateral agent acting on behalf and for the benefit of the Secured Creditors under the terms of the Loan Agreement, Scotia Inverlat Casa de Bolsa, S.A. de C.V., Grupo Financiero Scotiabank Inverlat, in its capacity as Depositary and Administrator, and Monex Casa de Bolsa, S.A. de C.V., Monex Grupo Financiero, in its capacity as Executor.

SCOTIA INVERLAT CASA DE BOLSA, S.A. DE C.V., GRUPO FINANCIERO SCOTIABANK INVERLAT

AS DEPOSITARY AND ADMINISTRATOR

/s/ Fabiola Velázquez Mendoza
By: Fabiola Velázquez Mendoza
Title: Legal representative

[Intentionally left in blank.]

Signature page of the Securities Pledge Agreement entered into by and between Servicios de Tecnología Aeroportuaria, S.A. de C.V. and Aerodrome Infrastructure S.À. R.L., as Pledgors, Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, as Pledgee and as collateral agent acting on behalf and for the benefit of the Secured Creditors under the terms of the Loan Agreement, Scotia Inverlat Casa de Bolsa, S.A. de C.V., Grupo Financiero Scotiabank Inverlat, in its capacity as Depositary and Administrator, and Monex Casa de Bolsa, S.A. de C.V., Monex Grupo Financiero, in its capacity as Executor.

MONEX CASA DE BOLSA, S.A. DE C.V., MONEX GRUPO FINANCIERO

AS EXECUTOR

/s/ Mauricio Martínez Tello
By: Mauricio Martínez Tello
Title: Legal representative

[Intentionally left in blank.]

Signature page of the Securities Pledge Agreement entered into by and between Servicios de Tecnología Aeroportuaria, S.A. de C.V. and Aerodrome Infrastructure S.À. R.L., as Pledgors, Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, as Pledgee and as collateral agent acting on behalf and for the benefit of the Secured Creditors under the terms of the Loan Agreement, Scotia Inverlat Casa de Bolsa, S.A. de C.V., Grupo Financiero Scotiabank Inverlat, in its capacity as Depositary and Administrator, and Monex Casa de Bolsa, S.A. de C.V., Monex Grupo Financiero, in its capacity as Executor.

Exhibits

Exhibit A	SETA'S Corporate Resolutions.
Exhibit B	Aerodrome's Corporate Resolutions.
Exhibit C	Loan Agreement and Guarantor Joinder Agreement.
Exhibit D	Form of Event of Default Notice.
Exhibit E	Enforcement Request.
Exhibit F	Form of Irrevocable Special Power of Attorney.
Exhibit G	Executor fees.

Exhibit A

SETA's Corporate Resolutions

Exhibit B

Aerodrome's Corporate Resolutions

Exhibit C

Loan Agreement and Guarantor Joinder Agreement

Exhibit D

Form of Event of Default Notice

Mexico City, Mexico, [●] [●], 2022

Mexico City, Mexico, [●] of [●],20[●]

[●]

Dear Sirs:

We refer to the Securities Pledge Agreement dated December 7, 2022 entered into, by and between Servicios de Tecnología Aeroportuaria, S.A. de C.V. y Aerodrome Infrastructure S.À.R.L., as Pledgors of the security pledge, Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, as Pledgee, and Scotia Inverlat Casa de Bolsa, S.A. de C.V., as Depositary and Administrator, and Monex Casa de Bolsa, S.A. de C.V., Monex Grupo Financiero, in its capacity as Executor of the Securities (the "Pledge Agreement"). Capitalized terms used herein, unless otherwise defined herein, shall have the same meanings ascribed to such terms in the Pledge Agreement.

Pursuant to and for the purposes of Clause Eighth of the Pledge Agreement, we hereby give notice to you that an Event of Default has occurred and is continuing to occur.

For such purposes, Exhibit 1 hereto specifies and describes the Secured Obligation(s) in default. This Notice of Default is given for the purposes of clauses Fifth, Sixth, Eighth and other applicable clauses of the Pledge Agreement, whereby the Pledgors have one Business Day from the date of this Notice of Default to submit to the Administrator and the Executor the payment or, if applicable, evidence of compliance with the Secured Obligation described in Exhibit 1 hereto, or to submit the document evidencing the extension of the term, novation or waiver of the Secured Obligation.

[●]
By: _____
Name:
Position:
c.c.p.: [●],
as depositary and administrator of the Pledge Agreement.
[●]
By: _____
Name:
Position:
c.c.p.: [●],
as executor of the Pledge Agreement.

Exhibit E

Enforcement Request

Mexico City, Mexico, [●] of [●] 20[●]

[●]

Ref: Pledge Agreement / Enforcement Request

Dear Sirs:

We refer to the Securities Pledge Agreement dated December 7, 2022 entered into, by and between Servicios de Tecnología Aeroportuaria, S.A. de C.V. y Aerodrome Infrastructure S.À.R.L., as Pledgors of the security pledge, Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, as Pledgee, Scotia Inverlat Casa de Bolsa, S.A. de C.V., as Depositary and Administrator, and Monex Casa de Bolsa, S.A. de C.V., Monex Grupo Financiero, in its capacity as Executor of the Securities (the "Pledge Agreement"). Capitalized terms used herein, unless otherwise defined herein, shall have the same meanings ascribed to such terms in the Pledge Agreement.

The undersigned, as Pledgee under the Pledge Agreement, hereby gives notice and certifies that an Event of Default has occurred and continues to occur under the Pledge Agreement, and that the time periods provided therein have elapsed and such Event of Default has not been cured. Attached hereto is a copy of the Event of Default Notice delivered to each Pledgor describing the nature of the Event of Default. This is an Enforcement Request, as such term is defined in Clause Eighth of the Pledge Agreement.

We hereby instruct the Administrator and the Executor to proceed immediately in accordance with the provisions of the Pledge Agreement, to perform all the necessary acts to sell in one or several acts the Securities, as instructed by the Pledgee and in accordance with the procedure indicated for such purposes in Clause Eighth of the Pledge Agreement, and to apply any amounts obtained to the payment of the Secured Obligations in the order specified in said Clause Eighth of the Pledge Agreement.

Sincerely,

[●]

By:_____
Name:
Position:

Exhibit F

Irrevocable Special Power of Attorney Format

[to be granted before a notary public]

[●] (the "Pledgor") hereby grants and confers under the terms of Articles 2553 (two thousand five hundred fifty-three), 2554 (two thousand five hundred fifty-four) and 2596 (two thousand five hundred ninety-six) of the Federal Civil Code and their correlatives of the civil codes of the different states of the United Mexican States, an IRREVOCABLE SPECIAL POWER OF ATTORNEY in favor of Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat,,as Secured Creditor under the securities pledge agreement dated December 7, 2022 (as amended, hereinafter, the "Pledge Agreement"), entered into by the Pledgors and [●], as Pledgors, Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, as Pledgee (the "Pledgee"), Scotia Inverlat Casa de Bolsa, S.A. de C.V., Grupo Financiero Scotiabank Inverlat, as Depositary and Administrator, and Monex Casa de Bolsa, S.A. de C.V., Monex Grupo Financiero, in its capacity as Executor, to be exercised through its legal representatives or officers, in order to exercise, execute and defend the economic and corporate rights, at its discretion, through its legal representatives or officers, at any of the shareholders' meetings of Grupo Aeroportuario del Centro Norte, S.A.B., only and exclusively in the event that an Event of Default Notice has been filed under the terms of the Pledge Agreement. As of the date on which the foregoing event occurs, the Pledgee shall be entitled to exercise this power of attorney with respect to any of the Securities owned by each Pledgor, pledged under the Pledge Agreement. The Pledgee may exercise this power of attorney through its legal representatives or officers.

This power of attorney may only be exercised in accordance with the terms of the Pledge Agreement.

This power of attorney is irrevocable under the terms of Article 2596 (two thousand five hundred ninety-six) of the Federal Civil Code and its correlative articles in the Civil Codes of the other States of the Republic, since it has been granted as a condition in a bilateral agreement and as a means for the performance of an obligation contracted and will be in force as long as any Secured Obligations remain unpaid.

The terms used in this power of attorney with initial capital letters shall have the meaning assigned to them in the Pledge Agreement.

This power of attorney is granted in Mexico City, Mexico, this [●] day of [●], 2022.

Exhibit G

Executor fees

I. The fees for the acceptance of the Executor will be of $50,000.00 (fifty thousand pesos 00/100 Mexican currency) plus the value added tax.

II. The fees for the execution will be the highest amount resulting of the following:

(i) The resulting amount of applying the 0.70% (cero point seventy percent) over the selling amount of the values; or

(ii) The amount of 30,000 (thirty thousand) investment units (*unidades de inversión*). The corresponding amount shall be paid with the product of the sales, attending to the applicable priority of payment.

EXHIBIT 10

English translation for informational purposes only.
Execution version.

SHARE PLEDGE AGREEMENT ENTERED BETWEEN CONCESSOC 31 SAS, ("CONCESSOC"), VINCI AIRPORTS PARTICIPATIONS SAS ("VINCI AP") AND SERVICIOS DE TECNOLOGÍA AEROPORTUARIA, S. A. DE C.V. ("SETA" AND, JOINTLY WITH CONCESSOC AND VINCI AP, THE "PLEDGORS"), AS PLEDGORS, AND SCOTIABANK INVERLAT, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO SCOTIABANK INVERLAT, IN ITS CAPACITY AS COLLATERAL AGENT, ACTING ON BEHALF AND FOR THE BENEFIT OF THE "SECURED CREDITORS" (AS SUCH TERM IS DEFINED IN THE CREDIT AGREEMENT (AS SUCH TERM IS DEFINED BELOW)), AS PLEDGEE (THE "PLEDGEE" OR THE "COLLATERAL AGENT", AS THE CONTEXT REQUIRES), WITH THE APPEARANCE OF GRUPO AEROPORTUARIO DEL CENTRO NORTE, S. A.B. DE C.V. ("OMA") AND SETA, ACCORDING TO THE FOLLOWING RECITALS, REPRESENTATIONS AND CLAUSES (THE "AGREEMENT"):

RECITALS

FIRST. On July 31, 2022, Fintech Holdings, Inc., Bagual S.à r.l., Grenadier S.à r.l., Pequod S.à r.l., Harpoon S.à r.l. and Expanse S.à r.l., as sellers, Concessoc, as purchaser, SETA, Aerodrome Infrastructure S.à r.l. ("Aerodrome"), as acquired companies, Fintech Investments Ltd, as seller guarantor, and Vinci Airports S.A.S., as purchaser guarantor, entered into a share purchase agreement (the "Share Purchase Agreement").

SECOND. SETA is the legitimate owner of 49,766,000 series BB shares representative of the capital stock of OMA (the "OMA Shares"), Concessoc is the legitimate owner of 862,703,375 shares representative of the capital stock of SETA (the "SETA Shares") and VINCI AP is the legitimate owner of 1 share representative of the capital stock of SETA (the "SETA Share" and, together with the OMA Shares and the SETA Shares, the "Pledged Shares").

THIRD. On December 1, 2022, the shareholders of SETA authorized the execution of this Agreement in order for SETA to pledge in favor of the Pledgee the OMA Shares. A copy of the aforementioned corporate resolutions are attached hereto as Exhibit A.

FOURTH. On the 2 day of December, 2022 Concessoc, in its capacity as borrower, and various lenders, Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, as administrative agent, HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC, Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat and Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa, as lead arrangers, among others, entered into a credit and guaranty agreement for the amount of up to $8,750,000,000.00 (eight thousand seven hundred and fifty million 00/100 Mexican pesos), the proceeds of which will be used, among other purposes, to finance the acquisition that is the subject of the Share Purchase Agreement and to fund certain reserve accounts (the "Credit Agreement"). A copy of the Credit Agreement and the Guaranty Agreement (as such term is defined below) are attached hereto as Exhibit B.

FIFTH. On December 7, 2022, each of SETA and Aerodrome, as guarantors, entered into guarantor joinder agreement, pursuant to which they became guarantors under the Credit Agreement (the "Guarantor Joinder Agreement").

SIXTH. The parties to the Credit Agreement agreed that this Agreement is entered into for the purpose of creating and perfecting a first-priority pledge (the "Ordinary Pledge") in favor of the Pledgee, as Collateral Agent, with respect to the Pledged Shares owned by each Pledgors.

SEVENTH. On June 11, 2021, the general ordinary shareholders' meeting of OMA resolved, among others, (i) to issue 49,766,000 Series B shares, representative of the capital stock of OMA to be used, if applicable, solely and exclusively, to carry out the conversion of Series BB shares representative of the capital stock of OMA into Series B shares representative of the capital stock of OMA in terms of Article Six, Eleventh and other applicable articles of OMA's bylaws, which are registered in the National Securities Registry (*Registro Nacional de Valores*) (the "RNV") operated by the National Banking and Securities Commission (the "CNBV"), (ii) to carry out all acts that may be necessary so that, immediately after delivery of the instruction to convert the aforementioned shares: (a) initiate the listing on the Mexican Stock Exchange (*Bolsa Mexicana de Valores, S.A.B. de C.V.*) of the aforementioned shares converted into Series B shares representing the capital stock of OMA, (b) carry out the corresponding deposits, transfers or annotations with S.D. Indeval Institución para el Depósito de Valores, S.A. de C.V. for purposes of (y) recording that such shares have been pledged as a securities pledge, and (z) crediting the Series B shares representing the capital stock of OMA converted to the corresponding brokerage account; and (iii) the Secretary, who is not a member of the Board of Directors of OMA, to make the corresponding entries in the share registry book of OMA (the "Conversion Meeting").

EIGHTH. In addition to the Ordinary Pledge, the parties to the Credit Agreement agreed to enter into a securities pledge agreement for the purpose of creating and perfecting a first priority pledge (the "Securities Pledge") in favor of the Pledgee, in its capacity as Collateral Agent, acting for the benefit of the Secured Creditors with respect to Series B shares, representing the capital stock of OMA, owned by Aerodrome and SETA, respectively.

NINTH. In addition to the ordinary pledge and the Securities Pledge, the parties to the Credit Agreement agreed to enter into a non-possessory pledge agreement for the purpose of creating and perfecting a first priority pledge (the "Non-Possessory Pledge") in favor of the Pledgee, in its capacity as Collateral Agent acting for the benefit of the Secured Creditors with respect to certain bank accounts of Concessoc and Aerodrome.

REPRESENTATIONS

I. Each of each Pledgors hereby represents, through its legal representatives, that:

(a) (i) with respect to Concessoc, it is a simplified stock company of French nationality (*société anonyme simplifiée*) legally incorporated and validly existing under the laws of France, (ii) with respect to VINCI AP, it is a simplified stock company of French nationality (*société anonyme simplifiée*) legally incorporated and validly existing under the laws of France, and (iii) with respect to SETA, is a company legally incorporated and validly existing under the laws of the United Mexican States ("Mexico") and which is authorized to enter into and fulfill and has taken all actions necessary to authorize and secure the fulfillment of this Agreement.

(b) Each of its legal representatives has the necessary and sufficient authority to enter into this Agreement, which has not been revoked or modified in any way as of this date.

(c) In the case of (i) Concessoc, is the owner of the SETA Shares, (ii) VINCI AP, is the owner of the SETA Share, and (iii) SETA, is the owner of the OMA Shares, and each of them enters into this Agreement for the purpose of pledging the Pledged Shares in favor of the Pledgee, acting on behalf of and for the benefit of the Secured Creditors, as collateral for the due and timely performance of all "Obligations" (as such term is defined in the Credit Agreement) of the Borrower, and each of the "Loan Parties" (as such term is defined in the Credit Agreement) (collectively, the "Secured Obligations").

(d) The Pledged Shares are free and clear of any lien, except for the security interest created pursuant to this Agreement, and are representative of all (i) of the Series BB shares representative of capital stock of OMA, and (ii) of the capital stock of SETA. Each of the Pledged Shares has been duly authorized, validly issued and has been fully subscribed and paid.

(e) The execution and performance and the constitution of the pledge in accordance with this Agreement does not contravene its bylaws (each Pledgor having the authority to secure third party obligations) or any other constitutive document or any law, regulation, judgment or order applicable to it, or any agreement, amendment, deed or other instrument to which it is a party or to which its assets are subject, nor shall it result in the creation or imposition of any lien, claim or right of any third party on or in respect of such assets, other than the pledge created by this Agreement.

(f) Each Pledgor is current in the performance of any and all obligations arising out of or related to the Pledged Assets (as defined hereinafter).

(g) It is its will to enter into this Agreement for the purpose of creating a first priority pledge in favor of Pledgee to secure the performance of the Secured Obligations.

(h) This Agreement and the pledge over the Pledged Assets create a valid and perfected first priority lien upon the Pledged Assets to secure the due and timely performance of any and all of the Secured Obligations, respectively, and all entries and registrations and other actions necessary or convenient to perfect and protect such pledge have been duly performed.

(i) No consent of any third party, nor any authorization, permit or other act of, or notice to, or request before, any governmental authority or regulatory body is required for (i) each Pledgor to create the security interest over the Pledged Assets under this Agreement or for

the execution, delivery or fulfillment of this Agreement by each Pledgor, (ii) the perfection or maintenance of the security interest created by this Agreement (including the first lien nature of such pledge), or (iii) the exercise by Pledgee, acting on behalf of and for the benefit of the Secured Creditors of their voting rights or any other rights or remedies with respect to the Pledged Assets under this Agreement, except for authorizations that have been previously obtained.

(j) Acknowledges and agrees that Pledgee is acting in its capacity as Collateral Agent on behalf of and for the benefit of the Secured Creditors.

(k) Acknowledges and agrees to the terms of the Credit Agreement and agrees that the pledge created under this Agreement secures, among other things, the payment and fulfillment of the Secured Obligations.

II. OMA hereby represents, through its legal representative, that:

(a) It is a stock company with variable capital legally incorporated and validly existing under the laws of Mexico.

(b) Its legal representative has the necessary and sufficient authority to execute this Agreement, which has not been revoked or modified in any way as of this date.

(c) The execution and performance, and the creation of the pledge pursuant to this Agreement, does not contravene its bylaws or any other constitutive document nor: (i) any law, regulation, judgment or order applicable to it, (ii) any agreement, amendment, deed or other instrument to which it is a party or to which its assets are subject, will result in the creation or imposition of any lien, claim or right of any third party on or with respect to such assets, other than the pledge created by this Agreement.

(d) It appears to the execution of this Agreement in order to (i) recognize and acknowledge the terms and conditions hereof and (ii) perform all corporate acts provided herein to document the pledging of the Pledged Shares in favor of the Pledgee.

(e) There are no restrictions, agreements or obligations recorded in the corporate books of OMA that limit the right of each Pledgor to pledge the Pledged Assets.

III. SETA hereby represents, through its legal representative, that:

(a) It is a variable stock company legally incorporated and validly existing in accordance with the laws of Mexico.

(b) Its legal representative has the necessary and sufficient authority to enter into this Agreement, which has not been revoked or modified in any way as of this date.

(c) The execution and performance, and the creation of the pledge pursuant to this Agreement, does not contravene its bylaws or any other constitutive document nor: (i) any law, regulation, judgment or order applicable to it, (ii) any agreement, amendment, deed or other instrument to which it is a party or to which its assets are subject, will result in the creation or imposition of any lien, claim or right of any third party on or with respect to such assets, other than the pledge created by this Agreement.

(d) It appears to the execution of this Agreement in order to (i) recognize and acknowledge the terms and conditions hereof and (ii) perform all corporate acts provided herein to document the pledge of the Pledged Shares in favor of the Pledgee.

(e) There are no restrictions, agreements or obligations registered in the corporate books of SETA that limit the right of each Pledgor to pledge the Pledged Assets.

IV. The Pledgee hereby represents, through its legal representatives, that:

(a) It is a banking institution legally incorporated and validly existing under the laws of Mexico, authorized in terms of the applicable laws, to enter into this Agreement and to fulfill its obligations hereunder.

(b) Its legal representatives have the necessary legal authority to bind it under the terms of this Agreement, and such authority has not been modified, restricted, limited or revoked as of this date.

(c) It is fully authorized and has obtained all the authorizations and approvals to enter into this Agreement and to fulfill its obligations hereunder.

(d) It is acting on behalf of and for the benefit of the Secured Creditors.

Rules of Interpretation. The parties hereto accept, acknowledge and agree that the following rules shall be the basis for interpreting the provisions of this Agreement: (i) terms used with initial capital letters shall be equally applicable to the singular and plural forms in accordance with their respective meanings; (ii) where the context so requires, any pronoun shall be deemed to include the corresponding masculine or feminine or neuter form; (iii) references to the Agreement and/or any other contract, agreement or document, or any specific provision thereof, shall be construed as references to such instrument or provision as modified in accordance with their respective terms; (iv) references to any laws, rules, codes and other general provisions, decrees or regulations in this Agreement shall be construed as references to such laws, rules, codes, provisions or regulations, as amended, modified, restated, supplemented or replaced, and shall include any regulations or rules enacted thereunder, as well as any judicial or administrative interpretations of such laws, rules, codes, provisions or regulations; (v) references to Sections, Clauses, subsections, paragraphs and Exhibits in this Agreement shall be construed as references to Sections, Clauses, subsections, paragraphs and Exhibits of this Agreement, unless otherwise expressly provided or unless it may be inferred otherwise from the context; (vi) each and every Exhibit attached to this Agreement is an integral part of this Agreement; (vii) the words “including” “includes” and “including” shall be deemed to be followed by the phrase “without limitation” unless otherwise expressly provided; (viii) in computing any periods from a specified date to a specified date thereafter, the word “from” means “from and including”, the word “to” means “to but excluding” and the word “until” means “ until and including”; and (ix) references in this Agreement to any person shall be deemed to be references to such person's successors, heirs and permitted assigns, if applicable.

NOW, THEREFORE, in consideration of the foregoing recitals and representations, the Parties hereto agree to the following:

CLAUSES

FIRST. Creation of the pledge. (a) In order to secure the due and prompt satisfaction of any and all of the Secured Obligations, each Pledgor, hereby grants in favor of the Pledgee, acting on behalf and for the benefit of the Secured Creditors (and its successors and assignees), a first priority, legally and duly perfected (*perfeccionada*) pledge in, all of its rights and ownership over the following pledged assets: the Pledged Shares and the share certificates of said Pledged Shares and all present or future corporate and ownership rights pertaining to the Pledged Shares, including without limitation, all dividends, distributions, cash, cash equivalents, instruments, shares and other property from time to time received, receivable, paid, payable or otherwise distributed in respect of, or in exchange for, each Pledgor' s interest in such Pledged Shares (collectively, the "Pledged Assets"). The pledge hereby constituted shall extend to all present or future claims, related to the amortization of principal, compensation for redemption of the Pledged Shares, credit balances in the event of withdrawal or exclusion, and as a result of liquidation proceedings, if any.

(b) For purposes of perfecting the pledge created hereunder, as required by section II of Article 334 of the General Law of Negotiable Instruments and Credit Transactions (*Ley General de Títulos y Operaciones de Crédit*o) (the "LGTOC"), on the date hereof, each Pledgor:

(i) delivers to the Pledgee the original share certificates representing the Pledged Shares, respectively, endorsed in guaranty or pledge (endosado en garantía o prenda) in favor of the Pledgee; and

(ii) delivers to the Pledgee, a copy, certified by the Secretary of the Board of Directors of OMA and SETA, of the last entry of the share registry book (libro de registro de acciones) of OMA and SETA, stating that the Pledged Shares have been pledged in favor of the Pledgee pursuant to this Agreement.

SECOND. Receipt of the Pledged Shares. Each Pledgor and the Pledgee hereby agree that the execution of this Agreement constitutes the acknowledgment of receipt by the Pledgee of the share certificates representing the Pledged Shares, in terms with Clause First of this Agreement, as set forth in Article 337 of the LGTOC.

THIRD. Voting rights. (a) Unless an "Event of Default" (as such term is defined in the Credit Agreement), and the Pledgee notifies the Pledgors in writing, in accordance with the form attached hereto as Exhibit C (the "Notice of Default") and for the term of such default, has occurred and is continuing, each Pledgor, shall be entitled to exercise all voting rights pertaining to the Pledged Assets, provided that each Pledgor agrees that it will not vote the Pledged Shares in any manner that is contrary to, or inconsistent with the terms of this Agreement and the Credit Agreement.

(b) If an Event of Default has occurred and is continuing, and without prejudice to the provisions of Clause Eight below, each Pledgor acknowledges and accepts that each and all voting and other rights that they would otherwise be entitled to, shall cease, pursuant to paragraph (a) above, and all such rights shall thereupon become vested in the Pledgee, or,

as the case may be, to the individual or legal entity that the latter expressly designates for such purposes, which shall thereupon have the sole right to exercise or refrain from exercising such voting and other rights (in accordance with, but shall not be limited to, Article 338 of the LGTOC). For such purposes, each Pledgor shall, simultaneously to the date of execution of this Agreement, grant to the Pledgee, an irrevocable power-of-attorney, in terms of Article 2596 of the Federal Civil Code and its correlative articles in the civil codes of the other Mexican states, with all the powers that require a special or general clause in accordance with applicable laws, in substantially the same terms as those of the document attached hereto as Exhibit D, in order to allow the Pledgee, acting on behalf and for the benefit of the "Secured Creditors" (as such term is defined in the Credit Agreement), to exercise such voting rights over the Pledged Assets. The Pledgee shall be entitled to delegate such power of attorney. Such power of attorney shall include sufficient powers to enable the Pledgee to defend any and all Pledged Assets against any claim or demand. The granting of such powers of attorney shall be registered in the share registry book *(libro de registro de acciones*) of OMA and SETA.

Simultaneously with the execution of this Agreement, each Pledgor shall deliver to the Pledgee, OMA and SETA, an original testimony of the public deed containing the power of attorney referred to in the preceding paragraph, duly notarized before a notary public in Mexico.

The Pledgee shall not be held liable for the exercise of the voting rights in the abovementioned terms. The exercise of the voting rights set forth herein by the Pledgee shall not impair the exercise of any other rights of the Pledgee in accordance with this Agreement.

FOURTH. Distributions. (a) Unless the Pledgee has delivered a Notice of Default to the Pledgors, each Pledgor, shall have the right to receive any distributions paid in respect of the Pledged Shares.

All distributions made in respect of or in exchange of the Pledged Shares in any form other than cash, before or after the occurrence or continuity of an Event of Default, shall become a part of the Pledged Assets hereunder and, if received by each Pledgor, shall forthwith be delivered to the Pledgee (together with, if appropriate, proper instruments of assignment, endorsement of the relevant certificates, entries on the relevant registries and/or powers executed by each Pledgor) to be held in pledge hereunder, subject to the terms of this Agreement.

(b) On and from the time the Pledgee delivers a Notice of Default to the Pledgors, and subject to the enforcement procedure pursuant to applicable law, each Pledgor shall be entitled to receive all amounts in respect of any property right, including all dividends and principal repayments of the Pledged Shares and all Distributions made, in respect of the Pledged Assets (whether in cash, in kind, in additional shares or otherwise). All cash or other property received in exchange for or in respect of the Pledged Shares shall be part of the Pledged Assets, and if received by each Pledgor, shall be delivered to the Pledgee (together with, if appropriate, instruments for assignment, endorsement of the relevant securities, entries in the relevant books and/or powers of attorney executed by each Pledgor) to be held in pledge, subject to the terms and conditions of this Agreement.

FIFTH. Term. The pledge created hereunder shall remain in full force and effect until the due and timely payment, discharge, performance, and satisfaction when due (whether at stated maturity, by acceleration or otherwise) of each and all present and future Secured Obligations (the "Secured Obligations Termination Date"). Except for the provisions under Clause Twelfth hereof, the number of the Pledged Shares subject to this Agreement shall not be reduced, notwithstanding the compliance of any portion of the Secured Obligations.

No later than 5 (five) business days at the written request of the Pledgors and following the Secured Obligations Termination Date under the terms of the Credit Agreement, the Pledgee shall deliver to each Pledgor a notice of termination (the "Termination Notice"), substantially in terms of the format attached hereto as Exhibit E.

This Agreement constitutes a valid and continuing pledge of and security interest over the Pledged Assets and shall (i) remain in full force and effect until payment in full of all Secured Obligations, (ii) constitute an obligation of each Pledgor, its respective successors and assignees and inure, together with all rights and remedies accruing to Pledgee hereunder, to the benefit of Pledgee's successors, beneficiaries and assignees.

Upon the delivery by the Pledgee of a Notice of Default, the Pledgee shall have the right to execute the pledge created under this Agreement, in accordance with applicable law, in addition to its other rights and remedies hereunder, in accordance with the documents related to the Credit Agreement and as secured party, following the applicable procedure under the applicable law.

Each Pledgor agrees and undertakes to execute, enter and deliver such other documents and take such other actions as the Pledgee may deem necessary or advisable so that any sale or disposition of the Pledged Assets, upon the occurrence of an Event of Default, may be made in accordance with the applicable law. Any proceeds from such sale shall be applied to the payment of the Secured Obligations in accordance with the Credit Agreement.

SIXTH. Obligations of the Pledgors. Until the Secured Obligations Termination Date, the Pledgors shall:

(a) abstain from selling, assigning, exchanging, pledging or otherwise transferring, encumbering, diminishing or impairing its rights under the Pledged Shares or the other Pledged Assets or agreeing to do so except as otherwise permitted under the Credit Agreement or the other "Loan Documents" (as such term is defined in the Credit Agreement);

(b) abstain from taking any action or omitting to take any action, which may result in a decrease in the value of the Pledged Shares or the Pledged Assets or which may be reasonably expected to affect the Pledged Shares or the Secured Obligations;

(c) exercise voting rights or refrain from exercising any voting rights or permit the Pledgee to exercise such voting rights, in accordance to Clause Third of this Agreement;

(d) Notify the Pledgee in writing of any increase or decrease of its stake in OMA and SETA. Promptly and in any event within two (2) business days after becoming aware of any action or claim which may affect such Pledged Assets owned by it or the Pledgee's rights, title or interest in and enforceability of the Pledged Assets, or which may involve a violation of or be inconsistent with any of the terms and conditions of the documents related to the Credit Agreement, deliver a written notice to Pledgee describing and reporting in detail such recourse or claim and, unless otherwise instructed by Pledgee, defend such right, title or interest at its expense.

(e) deliver or cause to be delivered to the Pledgee upon the subscription (whether directly or indirectly through any subsidiary or affiliate or in any other manner) and payment of any increase in the capital stock of OMA or SETA, provided that the increases in relation to Series BB shares representing the capital stock of OMA or SETA, or upon the payment of a dividend in shares paid by OMA or SETA, as applicable (i) the share certificates received by each Pledgor (or its subsidiary or affiliate) evidencing such shares have been duly endorsed in guarantee (*endoso en garantía*) in favor of the Pledgee, and (ii) a copy of the share registry book (*libro de registro de acciones*) of OMA or SETA, as applicable, containing the entry evidencing that such shares have been pledged in favor of the Pledgee, certified as authentic by the Secretary of the Board of Directors of OMA or SETA, as applicable. Any such shares pledged pursuant to this paragraph (e) shall be considered Pledged Shares and be part of the Pledged Assets, pursuant to the terms of this Agreement;

(f) at any time, and from time to time, at the expense of each Pledgor, promptly execute and deliver further instruments and documents, and take all further actions that may be necessary or desirable, or that the Pledgee may reasonably request, in order to perfect and protect the security interest granted hereby, or to enable the Pledgee to exercise its rights and remedies hereunder; and

(g) comply with all of its obligations provided in the Credit Agreement, in accordance with the terms provided thereunder.

SEVENTH. Novation, amendment. Neither the execution of this Agreement, nor the pledge and security interest granted herein or the conversion of the OMA Shares in terms of the following clause shall constitute any novation (*novación*), amendment or payment of the Secured Obligations.

EIGHTH. Conversion.

SETA acknowledges and agrees that, pursuant to the terms and conditions set forth in OMA's bylaws and in accordance with the resolutions of the Conversion Meeting, in the event that an Event of Default under the Credit Agreement occurs and continues and the Pledgee has delivered a Notice of Default to the Pledgors, and provided that the Pledgors do not exhibit payment or, as the case may be, evidence of compliance, amendment, novation or waiver of the Secured Obligation in question within 1 (one) Business Day following the date of the Conversion Meeting, the OMA Shares, at the election of the Secured Creditors under the terms of the Credit Agreement, will be converted into Series B shares representing the capital stock of OMA and, as a result, will be registered in the RNV by the CNBV and listed in section I of the section of securities authorized for trading on the Mexican Stock Exchange (*Bolsa Mexicana de Valores, S.A.B. de C.V.*) (the "Converted Series B Shares").

As a result of the foregoing, the parties hereto agree and SETA expressly consents that, immediately upon such conversion, at the election of the Secured Creditors in terms of the Credit Agreement, the OMA Shares that are Converted Series B Shares will be subject to the Securities Pledge in terms of the provisions of the applicable regulations. Notwithstanding

the foregoing, SETA, if necessary or convenient, immediately undertakes to (i) carry out all acts and execute any and all documents that may be necessary or convenient in order to carry out the necessary adjustments to amend the nature of the pledge constituted under the terms of this Agreement, without being understood that by such circumstance there is a novation of the Secured Obligations or a termination of the pledge constituted under the terms of this Agreement, and (ii) notify OMA accordingly and any third parties (including any governmental authority) in order to record the change of the nature of the pledge.

The conversion of the Converted Series B Shares and the eventual pledge of such shares under the Securities Pledge will not affect the pledge constituted over the rest of the Pledged Shares in terms of this Agreement.

NINTH. Indemnity and expenses. (a) SETA agrees to pay at Pledgee's written request all documented out-of-pocket costs and expenses of the Pledgee in connection with the negotiation, entering and ratification and enforcement of this Agreement or the conversion of the Pledged Shares in any circumstance (including, without limitation, the documented fees and expenses of Pledgee's Counsel).

(b) SETA, agrees to indemnify and hold the Pledgee harmless, the Secured Creditors and their affiliates and their respective officers, directors, employees, agents and advisors (each, an "Indemnified Party") from and against any and all claims, damages, losses, liabilities and expenses (including, without limitation, documented counsel´s fees and expenses) that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or by reason of (including, without limitation, in connection with any litigation or proceeding or preparation of a defense in connection therewith) this Agreement and any of the transactions contemplated herein, except to the extent that such claim, damage, loss, liability or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or willful misconduct. In the case of litigation or other proceeding to which the indemnity in this paragraph applies, such indemnity shall be effective whether or not such litigation or proceeding is brought by any party to the Credit Agreement, its directors, shareholders or creditors or any Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated.

TENTH. Counterparts. This Agreement may be executed in any number and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original but all counterparts together shall constitute one and the same instrument.

ELEVENTH. Notices. All notices and communications (including summons and any other judicial or extrajudicial notices or communications and also for purposes of extrajudicial proceedings), which under this Agreement are required or is allowed to be sent to any party of this Agreement, shall be in writing, in Spanish, and shall be delivered personally or sent through certified mail with return receipt requested, by transmission via e-mail, with the attached file in PDF format and signed in autograph signature by an attorney-in-fact of the respective Party, with acknowledgment of receipt automatically generated, without the need for subsequent delivery of the original to the other parties to

this Agreement, to such other address or e-mail address as such party may designate by written notice to the other parties to this Agreement.

As long as the other parties to this Agreement do not receive a notice of change of address pursuant to this Clause, notices delivered to the address indicated in this Agreement shall be fully effective. Notices delivered personally or by specialized courier service shall be effective when delivered. Notices delivered by e-mail transmission shall be deemed delivered when they are received, according to the acknowledgement of receipt automatically generated by the electronic system. The parties to this Agreement indicate as their domiciles the following:

Concessoc:

Paseo de los Tamarindos No. 400-B, 7th floor

Bosques de las Lomas – 05120, Mexico City, Mexico

Tel: +52 55 4170 3040

E-mail address jarreola@nhg.com.mx

Attention: Javier Arreola Espinosa

VINCI AP:

Paseo de los Tamarindos No. 400-B, 7th floor

Bosques de las Lomas – 05120, Mexico City, Mexico

Tel: +52 55 4170 3040

E-mail address jarreola@nhg.com.mx

Attention: Javier Arreola Espinosa

OMA:

Plaza Metrópoli Patriotismo,

Av. Patriotismo No. 201, 5th floor

San Pedro de los Pinos, Alcaldía Benito Juárez

03800, Mexico City, Mexico.

Tel: 81 8625 4300

E-mail address: rperezpliego@oma.aero

Attention: Ruffo Pérez Pliego del Castillo

SETA:

Paseo de los Tamarindos No. 400-B, 7th floor

Bosques de las Lomas – 05120, Mexico City, Mexico

Tel: +52 55 4170 3040

E-mail address jarreola@nhg.com.mx

Attention: Javier Arreola Espinosa

The Pledgee:

Blvd. Manuel Ávila Camacho 1, 1st floor, Mexico City,

Lomas de Chapultepec - 11009

Tel: +52 55 5123 2859

E-mail address: jose.rivero@scotiabank.com

Attention: José Jorge Rivero Méndez

The parties to this Agreement provide the foregoing addresses for the purpose of judicial or extrajudicial summons, including but not limited to notarial interpellations and diligences of payment demand, seizure and summons to trial that are done with respect to this Agreement.

TWELFTH. Release of Pledge. Except as provided in the Credit Agreement and the other Credit Documents and according with the terms set forth therein, the release of the pledge granted under the terms of this Agreement may only be carried out after the Secured Obligations Termination Date. In each case and as applicable in each case, the Pledgee agrees to execute any documents that are necessary in order (i) to release the pledge subject matter of this Agreement at the cost and expense of SETA, and (ii) to return to the Pledgors the original share certificates representing the respective Pledged Shares, as applicable in each case.

THIRTEENTH. Amendments and waivers. No amendment to this Agreement is valid unless signed by all parties hereto. No waiver of any provision of this Agreement, and no consent to any breach by the Pledgors, shall in any event be effective unless the same shall be in writing and signed by the Pledgee. The failure of the Pledgee to exercise, or delay in exercising, any right hereunder shall operate as a waiver thereof. Any single or partial exercise of any such right shall not preclude any other or further exercise thereof or the exercise of any other right.

FOURTEENTH. Assignment. The rights and obligations derived from this Agreement may not be assigned or transferred to any third party, without the prior written consent of all the parties to this Agreement; provided that the Pledgee and the Secured Creditors may assign their rights under this Agreement pursuant to the terms set forth in the Credit Agreement.

FIFTEENTH. Exhibits. All the Exhibits hereto are an integral part of this Agreement, as if such Exhibits would have been inserted in the text of this Agreement.

SIXTEENTH. Disputes. This Agreement is entered into in accordance with the provisions of the Credit Agreement, and is subject to the terms and conditions set forth therein.

SEVENTEENTH. Independence of provisions. In the event that any provision of this Agreement shall be declared illegal or unenforceable by a court of competent jurisdiction, such provision shall be considered and construed separately from the other provisions contained herein and shall in no way affect the validity, legality and enforceability of this Agreement.

EIGHTEENTH. Entire agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior oral or written communications with respect to such subject matter.

NINETEENTH. Headings. The headings used at the beginning of the clauses of this Agreement are used only for the purpose of facilitating their consultation, and do not affect in any way their interpretation.

TWENTY. Applicable law and jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Mexico. For the interpretation, compliance and execution of this Agreement, each of the parties hereto expressly submits to the exclusive jurisdiction of the competent federal courts of Mexico City, Mexico, expressly waiving any other jurisdiction that, by reason of law, of its present or future domicile, or for any other reason, may correspond to it.

TWENTY FIRST. Formalization. Each Pledgor hereby enters into and agrees to (i) ratify this Agreement before a notary public selected by the Pledgee on the date of execution of this Agreement, (ii) submit this Agreement for registration in the Sole Registry of Movable Guarantees within 2 (two) business days from the date of ratification before a notary public, and (iii) deliver to the Pledgee evidence of such registration as soon as possible after the date of its registration but in any event within 5 (five) business days following the date on which it was submitted for registration in the Sole Register of Movable Guarantees; it being understood that SETA shall be obliged to pay all fees and expenses of the notary publics related to the ratification of this Agreement.

CONCESSOC 31 SAS
AS PLEDGOR

/s/ Javier Arreola Espinosa
By: Javier Arreola Espinosa
Title: Attorney-in-fact

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Signature page of the Share Pledge Agreement entered between CONCESSOC 31 SAS, VINCI Airports Participations SAS and Servicios de Tecnología Aeroportuaria, S.A. de C.V., as pledgors, and Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, S.A., as pledgee, with the appearance of Grupo Aeroportuario del Centro Norte, S.A.B. de C.V.

VINCI AIRPORTS PARTICIPATIONS SAS
AS PLEDGOR

/s/ Javier Arreola Espinosa
By: Javier Arreola Espinosa
Title: Attorney-in-fact

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Signature page of the Share Pledge Agreement executed between Concessoc 31 SAS, VINCI Airports Participations SAS and Servicios de Tecnología Aeroportuaria, S.A. de C.V., as pledgors, and Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, S.A., as pledgee, with the appearance of Grupo Aeroportuario del Centro Norte, S.A.B. de C.V.

SERVICIOS DE TECNOLOGÍA AEROPORTUARIA, S.A. DE C.V.
AS PLEDGOR

/s/ Javier Arreola Espinosa
Por: Javier Arreola Espinosa
Title: Attorney-in-fact

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Signature page of the Share Pledge Agreement entered between Concessoc 31 SAS, VINCI Airports Participations SAS and Servicios de Tecnología Aeroportuaria, S.A. de C.V., as pledgors, and Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, S.A., as pledgee, with the appearance of Grupo Aeroportuario del Centro Norte, S.A.B. de C.V.

SCOTIABANK INVERLAT, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO SCOTIABANK INVERLAT
AS PLEDGEE

/s/ José Jorge Rivero Méndez
By: José Jorge Rivero Méndez
Title: Attorney-in-fact

/s/ Luis Michel Lugo Piña
By: Luis Michel Lugo Piña
Title: Attorney-in-fact

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Signature page of the Share Pledge Agreement entered between Concessoc 31 SAS, VINCI Airports Participations SAS and Servicios de Tecnología Aeroportuaria, S.A. de C.V., as pledgors, and Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, S.A., as pledgee, with the appearance of Grupo Aeroportuario del Centro Norte, S.A.B. de C.V.

WITH THE APPEREANCE OF

GRUPO AEROPORTUARIO DEL CENTRO NORTE, S.A.B. DE C.V.

/s/ Ruffo Pérez Pliego del Castillo
By: Ruffo Pérez Pliego del Castillo
Title: Attorney-in-fact

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Signature page of the Share Pledge Agreement entered between Concessoc 31 SAS, VINCI Airports Participations SAS and Servicios de Tecnología Aeroportuaria, S.A. de C.V., as pledgors, and Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, S.A., as pledgee, with the appearance of Grupo Aeroportuario del Centro Norte, S.A.B. de C.V.

WITH THE APPEREANCE OF

SERVICIOS DE TECNOLOGÍA AEROPORTUARIA, S.A. DE C.V.

/s/ Javier Arreola Espinosa
By: Javier Arreola Espinosa
Title: Attorney-in-fact

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Signature page of the Share Pledge Agreement entered between Concessoc 31 SAS, VINCI Airports Participations SAS and Servicios de Tecnología Aeroportuaria, S.A. de C.V., as pledgors, and Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, S.A., as pledgee, with the appearance of Grupo Aeroportuario del Centro Norte, S.A.B. de C.V.

List of Exhibits

Exhibit A	SETA Corporate Resolutions
Exhibit B	Credit Agreement and Guarantor Joinder Agreement
Exhibit C	Form of Notice of Default
Exhibit D	Form of irrevocable special power of attorney
Exhibit E	Form of Termination Notice

Exhibit A

SETA Corporate Resolutions

Exhibit B

Credit Agreement and Guarantor Joinder Agreement

Exhibit C

Form of Notice of Default

Mexico City, Mexico, [●], [●], 20[●].

Dear Sirs:

We refer to the stock pledge agreement dated December 7, 2022 entered between Concessoc 31 SAS, Servicios de Tecnología Aeroportuaria, S.A. de C.V. ("SETA") and Vinci Airports Participations SAS, as pledgor debtors, Scotiabank Inverlat, S.A., Institución de Banca Múltiple y Grupo Financiero Scotiabank Inverlat in its capacity as collateral agent, acting on behalf and for the benefit of the "Secured Creditors" (as such term is defined in the credit agreement dated December 2, 2022, as Pledgee (the "Pledge Agreement"), with the appearance of Grupo Aeroportuario del Norte, S.A.B. de C.V. and SETA. The terms used with initial capital letters herein, unless otherwise defined herein, shall have the meaning ascribed to them in the Pledge Agreement.

Pursuant to and for the purposes of the Fifth andEighth clauses, and further applicable dispositions of the Pledge Agreement, we hereby give notice to you that an Event of Default has occurred and continues.

For such purposes, Exhibit 1 to this notice specifies and describes the Secured Obligation(s) in default. This Notice of Default is given for the purposes of the Third, Fourth, Fifth, Eighth and other applicable clauses of the Pledge Agreement, whereby the Pledgors have 1 (one) Business Day from the date of this Notice of Default to, exhibit to the Pledgee, the payment, or if applicable, evidence the compliance with the Secured Obligation described in Exhibit 1 hereto, or submit the document evidencing the extension of the term, novation or waiver of the Secured Obligation. In the event that the foregoing is not substantiated, the Pledgors expressly acknowledge, accept and consent to the execution of the pledge subject of the Pledge Agreement.

[●]

By:_____

Name:

Title:

With copy to: Scotiabank Inverlat, S.A., Institución de Banca Múltiple y Grupo Financiero Scotiabank Inverlat, as collateral agent and pledgee to the Pledge Agreement.

Exhibit D

Form of irrevocable special power of attorney

[To be granted before notary public]

[●] (the "Grantor") and hereby grants and confers under the terms of Articles 2553 (two thousand five hundred fifty-three), 2554 (two thousand five hundred fifty-four) and 2596 (two thousand five hundred ninety-six) of the Federal Civil Code and their correlatives of the civil codes of the different states of the United Mexican States, an IRREVOCABLE SPECIAL POWER OF ATTORNEY in favor of Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, in its capacity as pledgee under the share pledge agreement dated December 7, 2021 (as amended, hereinafter, the "Pledge Agreement"), entered into by the Grantor, as pledgor, and [●], as pledgee (the "Pledgee"), to be exercised through its legal representatives or officers, in order to exercise, execute and defend the corporate and economic rights of the Pledged Shares pledged in its favor under the Pledge Agreement, including to appear and vote at any of the shareholders' meetings of OMA or SETA issuing such Pledged Shares, solely and exclusively in the event that an Event of Default Notice has been filed under the terms of the Pledge Agreement. As of the date on which the foregoing event occurs, the Pledgee shall be entitled to exercise this power of attorney with respect to any of the Pledged Shares owned by the Grantor, pledged under the Pledge Agreement.

This power of attorney may only be exercised in accordance with the terms of the Pledge Agreement.

This power of attorney is irrevocable under the terms of Article 2596 (two thousand five hundred ninety-six) of the Federal Civil Code and its correlative articles in the Civil Codes of the other States of the Republic, since it has been granted as a condition in a bilateral agreement and as a means for the performance of an obligation contracted and will be in force as long as any Secured Obligations remain unpaid.

The terms used in this power of attorney with initial capital letters shall have the meaning assigned to them in the Pledge Agreement.

This power of attorney is granted in Mexico City, Mexico, this [●] day of [●], 2022.

Exhibit E

Form of Termination Notice

Servicios de Tecnología Aeroportuaria, S.A. de C.V.,

As pledgor under the Pledge Agrement

[domicile]

[telephone]

Attention: [●]

[e-mail adress]

Messrs:

We refer to the share pledge agreement dated December 7, 2022 (as amended from time to time, hereinafter the "Pledge Agreement"), entered into by between CONCESSOC 31 SAS, VINCI Airports Participations SAS and Servicios de Tecnología Aeroportuaria, S.A. de C.V., (together with Concessoc and VINCI AP, the "Pledgors"), as pledgors, and Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, S.A., as pledgee, with the appearance of Grupo Aeroportuario del Centro Norte, S.A.B. de C.V., pursuant to which the Pledgors pledged certain shares representing the capital stock of OMA and SETA in favor of the Pledgee.

Capitalized terms used in this notice and not expressly defined herein shall have the meaning and be used as defined in the Pledge Agreement.

In terms of the provisions of the Fifth clause of the Pledge Agreement, once the Secured Obligations Termination Date has been updated, we hereby notify you that all the amounts owed and that constitute Secured Obligations have been paid in full, granting each Pledgor the most ample discharge that according to law may be appropriate.

Sincerely,

Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, as Pledgee of the Pledge Agreement

_____

Name: [●]

Title: Attorney-in-fact

EXHIBIT 11

English translation for informational purposes only.
Execution version.

NON-POSSESSORY PLEDGE AGREEMENT ENTERED BETWEEN CONCESSOC 31 SAS ("CONCESSOC") AND AERODROME INFRASTRUCTURE S.À R.L., A PRIVATE LIMITED LIABILITY COMPANY (SOCIÉTÉ À RESPONSABILITÉ LIMITÉE) INCORPORATED AND EXISTING UNDER THE LAWS OF LUXEMBOURG, HAVING ITS REGISTERED OFFICE AT 9, RUE DE BITBOURG, L-1273 LUXEMBOURG, AND REGISTERED WITH THE RCS LUXEMBOURG UNDER NUMBER B251461("AERODROME" AND, JOINTLY WITH CONCESSOC, THE "PLEDGORS"), AS PLEDGORS, AND SCOTIABANK INVERLAT, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO SCOTIABANK INVERLAT, AS COLLATERAL AGENT, ACTING ON BEHALF AND FOR THE BENEFIT OF THE "SECURED CREDITORS" (AS SUCH TERM IS DEFINED IN THE CREDIT AGREEMENT (AS SUCH TERM IS DEFINED BELOW)), AS PLEDGEE (THE "PLEDGEE" OR THE "COLLATERAL AGENT", AS THE CONTEXT MAY REQUIRE), ACCORDING TO THE FOLLOWING RECITALS, REPRESENTATIONS AND CLAUSES (THE "AGREEMENT"):

RECITALS

FIRST: On July 31, 2022, Fintech Holdings, Inc., Bagual S.à r.l., Grenadier S.à r.l., Pequod S.à r.l., Harpoon S.à r.l. and Expanse S.à r.l., as sellers, Concessoc, as purchaser, Servicios de Tecnología Aeroportuaria, S.A. de C.V. ("SETA"), Aerodrome, as acquired companies, Fintech Investments Ltd, as seller guarantor, and Vinci Airports S.A.S., as purchaser guarantor, entered into a share purchase agreement (the "Share Purchase Agreement").

SECOND. On December 2, 2022 Concessoc, in its capacity as borrower, and jointly with several creditors, Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, as administrative agent, HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, as administrative agent, HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC, Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat and Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa, as lead arrangers, among others, entered into a credit and guaranty agreement for the amount of up to $8,750,000,000.00 (eight thousand seven hundred and fifty million pesos 00/100 Mexican pesos), the proceeds of which will be used, among other purposes, to finance the acquisition that is the subject of the Share Purchase Agreement and to fund certain reserve accounts (the "Credit Agreement"). A copy of the Credit Agreement and a copy of the Guaranty Agreement (as such term is hereinafter defined) are attached hereto as Exhibit A.

THIRD. On December 7, 2022, each of the Pledgors, as guarantors, entered into a guarantor joinder agreement, pursuant to which they became guarantors under the Credit Agreement (the "Guaranty Agreement").

FOURTH. The parties to the Credit Agreement agreed that this Agreement be entered into for the purpose of creating and perfecting a first-priority pledge in favor of the Pledgee, as Collateral Agent, with respect to the Accounts (as defined below) indicated below, of which each Pledgor is the owner and exclusively located in Mexico.

FIFTH. On November 2, 2022, the shareholders of Concessoc authorized the execution of this Agreement. A copy of the aforementioned corporate resolutions is attached hereto as Exhibit B.

SIXTH. On November 18, 2022, the Board of Managers of Aerodrome authorized the execution of this Agreement. A copy of the aforementioned corporate resolutions is attached hereto as Exhibit C.

SEVENTH. In addition to the non-possessory pledge, the parties to the Credit Agreement agreed to enter into: (i) a guaranty trust agreement to which property will be contributed, among others, rights under a technical assistance agreement entered into between SETA and Grupo Aeroportuario del Centro Norte, S.A.B. de C.V. ("OMA"), (ii) an ordinary pledge agreement to create and perfect a first priority pledge over shares representing the capital stock of SETA and OMA, and (iii) a securities pledge agreement for purposes of creating and perfecting a first priority pledge over shares representing the capital stock of OMA.

REPRESENTATIONS

I. Each of each Pledgors hereby represents, through its legal representatives, that:

(a) (i) with respect to Concessoc, it is a simplified stock company of French nationality (*société anonyme simplifiée*) legally incorporated and validly existing under the laws of France, (ii) with respect to VINCI AP, it is a simplified stock company of French nationality (*société anonyme simplifiée*) legally incorporated and validly existing under the laws of France, and (iii) with respect to SETA, is a company legally incorporated and validly existing under the laws of the United Mexican States ("Mexico") and which is authorized to enter into and fulfill and has taken all actions necessary to authorize and secure the fulfillment of this Agreement.

(b) Each of its legal representatives has the necessary and sufficient authority to enter into this Agreement, which has not been revoked or modified in any way as of this date.

(c) It owns the corresponding Accounts and enters into this Agreement to create a non-possessory pledge over the Accounts in favor of Pledgee, acting on behalf of and for the benefit of the Secured Creditors, as security for the due and timely performance of all "Obligations" (as Obligations is defined in the Credit Agreement) of the " Loan Parties" (as Loan Party is defined in the Credit Agreement) (collectively, the "Secured Obligations").

(d) The Accounts are free and clear of all liens, except for the security interest created pursuant to this Agreement.

(e) The execution and performance by and the creation of the pledge pursuant to this Agreement does not contravene its bylaws (with the Pledgor having the authority to guarantee third party obligations) or any other constitutive document or any law, regulation, judgment or order applicable to it, or any agreement, amendment, deed or other instrument to which it is a party or to which its assets are subject, nor shall it result in the creation or imposition of any lien, claim or right of any third party on or with respect to such assets, except for the non-possessory pledge created by this Agreement.

(f) Is current in the performance of any and all obligations arising out of or relating to the Pledged Assets (as defined below).

(g) It is their will to enter into this Agreement for the purpose of creating a non-possessory first priority pledge in favor of Pledgee to secure the performance of the Secured Obligations.

(h) This Agreement and the pledge over the Pledged Assets constitute a valid and perfected first priority lien on the Pledged Assets to secure the due and punctual performance of any and all of the Secured Obligations, respectively, and all entries and registrations and other actions necessary or convenient to perfect and protect such pledge have been duly made.

(i) Except for the notification to the financial institutions in which the Accounts are opened, pursuant of Clause First of this Agreement, no consent of any third party, nor any authorization, permit or other act of, or notice to, or request before, any governmental authority or regulatory agency is required for (i) each of the Pledgors to create the security interest over the Pledged Assets pursuant to this Agreement or for the execution delivery or performance of this Agreement by each of the Pledgors, or (ii) the perfection or maintenance of the security interest created by this Agreement (including the first lien nature of such security interest).

(j) Acknowledges and agrees that Pledgee is acting in its capacity as Collateral Agent on behalf of and for the benefit of the Secured Creditors.

(k) Acknowledges and agrees to the terms of the Credit Agreement and agrees that the pledge created under this Agreement secures, among others, the payment and performance of the Secured Obligations.

(l) Concessoc has expressly and irrevocably instructed SETA, and SETA has agreed that any dividend, liquidation fee, capital stock reduction payment, redemption and any other distributions to which Concessoc is entitled with respect to the shares owned by SETA (the "Concessoc Distributions"), shall be deposited directly into any of the Accounts, without any deduction, set off, reduction or claim whatsoever. A copy of such instruction is attached to this Agreement as Exhibit D.

(m) Aerodrome will expressly and irrevocably instructed OMA for the effect that OMA is obliged to any dividend, liquidation fee, capital reduction payment, redemption and any other distributions to which Aerodrome is entitled with respect to the shares of OMA owned by it (the "Aerodrome Distributions"), shall be deposited directly into one of the Accounts, without any deduction, set off, reduction or claim whatsoever. A copy of such instruction is attached to this Agreement as Exhibit E.

II. The Pledgee hereby represents, through its legal representatives, that:

(a) It is a banking institution legally incorporated and validly existing under the laws of Mexico, authorized in terms of the applicable laws, to enter into this Agreement and to fulfill its obligations hereunder.

(b) Its legal representatives have the necessary legal authority to bind it under the terms of this Agreement, and such authority has not been modified, restricted, limited or revoked as of this date.

(c) It is fully authorized and has obtained all the authorizations and approvals to enter into this Agreement and to fulfill its obligations hereunder.

(d) It is acting on behalf of and for the benefit of the Secured Creditors.

Rules of Interpretation. The parties hereto accept, acknowledge and agree that the following rules shall be the basis for interpreting the provisions of this Agreement: (i) terms used with initial capital letters shall be equally applicable to the singular and plural forms in accordance with their respective meanings; (ii) where the context so requires, any pronoun shall be deemed to include the corresponding masculine or feminine or neuter form; (iii) references to the Agreement and/or any other contract, agreement or document, or any specific provision thereof, shall be construed as references to such instrument or provision as modified in accordance with their respective terms; (iv) references to any laws, rules, codes and other general provisions, decrees or regulations in this Agreement shall be construed as references to such laws, rules, codes, provisions or regulations, as amended, modified, restated, supplemented or replaced, and shall include any regulations or rules enacted thereunder, as well as any judicial or administrative interpretations of such laws, rules, codes, provisions or regulations; (v) references to Sections, Clauses, subsections, paragraphs and Exhibits in this Agreement shall be construed as references to Sections, Clauses, subsections, paragraphs and Exhibits of this Agreement, unless otherwise expressly provided or unless it may be inferred otherwise from the context; (vi) each and every Exhibit attached to this Agreement is an integral part of this Agreement; (vii) the words "including" "includes" and "including" shall be deemed to be followed by the phrase "without limitation" unless otherwise expressly provided; (viii) in computing any periods from a specified date to a specified date thereafter, the word "from" means "from and including", the word "to" means "to but excluding" and the word "until" means " until and including"; and (ix) references in this Agreement to any person shall be deemed to be references to such person's successors, heirs and permitted assigns, if applicable.

NOW, THEREFORE, in consideration of the foregoing recitals and representations, the parties hereto agree to the following:

CLAUSES

FIRST. Creation of the non-possessory pledge.

In order to secure the timely performance of each and every one of the Secured Obligations including, without limitation, the payment in full of the principal, interest, commissions, fees, expenses and costs in the event of a trial and other benefits payable under the terms of the Credit Agreement, the Pledgors hereby create a non-possessory first priority pledge (the "Pledge") over:

(i) any amount of money, present or future, which may exist or be deposited in the following accounts located in Mexico:

(a) bank account number 4068666593, CLABE 021180040686665935, opened at HSBC México, S.A., Institución de Banca Múltiple Grupo Financiero HSBC in the name of Concessoc identified as Concessoc Periodic Expenses Reserve Account in the Credit Agreement;

(b) bank account number 4068666585, CLABE 021180040686665854, opened in HSBC México, S.A., Institución de Banca Múltiple Grupo Financiero HSBC in the name of Concessoc identified as *Concessoc Debt Service Reserve Account* in the Credit Agreement;

(c) bank account number 4068666619, CLABE 021180040686666196, opened in HSBC México, S.A., Institución de Banca Múltiple Grupo Financiero HSBC in the name of Concessoc, into which any and all Concessoc Distributions shall be deposited, as irrevocably instructed to SETA;

(d) one bank account in the name of Aerodrome, into which each and every Aerodrome Distribution shall be deposited as irrevocably instructed to OMA (collectively, the bank accounts described in (a) through (d) above, the "Accounts"), in the understanding that Aerodrome agrees to carry out all the necessary and tending acts and to make all the required notifications in order to constitute and formalize the Pledge with respect to the bank account described in this paragraph (d), once the (d) once the
account is opened;

and (e) any right or interest, present or future, arising under the Credit Agreement with respect to the Accounts, until the release of the Pledge;

(ii) the opening agreements of the Accounts entered into by each Pledgor; and

(iii) all returns derived from any amounts or investments pledged pursuant to this Agreement (collectively, the "Pledged Assets").

The parties hereto acknowledge and agree that the Pledge hereby created shall be governed by the provisions of Section Seven, Chapter IV, Title Two of the General Law of Securities and Credit Transactions (*Ley General de Títulos y Operaciones de Crédito*) (the "LGTOC").

For purposes of the provisions of Articles 365, 366 and 376 of the LGTOC, the Pledgors shall:

(a) ratify this Pledge Agreement on its execution date before a notary public;

(b) file, through the notary public before whom this Agreement is ratified, the public instrument containing the ratification of this Agreement for its registration with the Sole Registry of Movable Guarantees (*Registro Único de Garantías Mobiliarias*) ("RUG") within 2 (two) business days following the date of execution of this Agreement, and provide proof of such entry to the Pledgee; provided that the Pledgors shall be obligated to pay all fees and expenses of the notary public related to the ratification of this Agreement;

(c) pay any duly documented registration fees, taxes and notary fees related to the execution, ratification, registration and perfection of the Pledge created under this Agreement, as such amounts may become due; and

(d) deliver to the Pledgee within 5 (five) business days following the date of execution of this Agreement, the documents evidencing the registration of this Agreement in the RUG.

The parties hereto hereby acknowledge and agree that the Pledge constituted over the Pledged Assets has been perfected and constitutes a first priority pledge in favor of the Pledgee.

The Pledgors undertake to give written notice of the execution of this Agreement and the creation of the non-possessory pledge over the Accounts and to obtain the corresponding acknowledgment and consent with respect to the creation of the non-possessory pledge over the Accounts from each of the financial institutions in which the Accounts are opened within 5 (five) Business Days following the date of execution of this Agreement.

SECOND. Possession; use; conservation and disposition of the Pledged Assets. (a) The Pledgors shall keep possession of the Pledged Assets in terms of Article 346 of the LGTOC and shall be subject to all the obligations and liabilities set forth in Articles 361 and 380 of the LGTOC.

(b) For purposes of article 356 subsection I of the LGTOC and the provisions of this Agreement, during the term of this Agreement, the Pledgors shall not have the right to use the Pledged Assets or to receive the profits (frutos) or proceeds thereof except as permitted under the "Loan Documents" (having the same meaning ascribed to the term "Loan Documents" in the Credit Agreement).

(c) The Pledgors shall not sell, assign, transfer, dispose of or grant any option to any person over any of the Pledged Assets, or create or permit the existence of any lien over any of the Pledged Assets except as permitted under the "Loan Documents" (having the same meaning ascribed to the term "Loan Documents" in the Credit Agreement).

(d) In the event that the Pledged Assets under this Agreement increase or decrease in value, the Pledgors and the Pledgee acknowledge and agree that the Pledged Assets shall continue to be subject to the Pledge hereby created.

THIRD: Obligations of the Pledgor. (a) As long as this Agreement and the Secured Obligations are in force and payable, the Pledgors shall:

(i) deliver monthly to the Pledgee, within the first 5 (five) business days of each month, copies of the account statements of the Pledged Assets as of the immediately preceding month;

(ii) At all times and at its own expense, defend (y) its rights over the Pledged Assets, as applicable; and, (z) the Pledge created in favor of the Pledgee by this Agreement; in each case, against any claim, lawsuit or action by any person. It shall also notify the Pledgee immediately as soon as it becomes aware of any of the events referred to in this section; and

(iii) not to perform acts (y) that in any way could affect the validity, enforceability or priority of the Pledge created by means of this Agreement or the decrease in the value of the Pledged Assets; or (z) that, as a result of which, could reasonably be expected to affect the validity, enforceability or priority of the Pledge or decrease in the value of the Pledged Assets.

FOURTH: Indivisibility; cumulative rights. (a) The Pledge created under this Agreement constitutes a continuing pledge for the full and timely payment and performance of all of the Secured Obligations.

(b) The Pledge created under this Agreement is indivisible and shall not be cancelled, terminated or reduced until all of the Secured Obligations have been fully performed. The parties hereto agree that the Pledged Assets fully secure the Guaranteed Obligations. The Pledgors hereby expressly waive the right to divide or reduce the Pledge as a result of partial payments of the Secured Obligations as provided in Article 349 of the LGTOC.

(c) The rights and remedies of the Pledgee arising under this Agreement are absolute and unconditional, independent of the creation, perfection, exchange, release or failure to perfect any other security or any release, amendment or waiver of, or consent with respect to, any security, for the payment and performance of any and all of the Secured Obligations; any single or partial exercise of such right, authority or remedy shall not preclude any other present or future exercise of such right, authority or remedy arising under this Agreement.

(d) The Pledge created in terms of this Agreement shall remain in full force and effect whether or not the Pledgors or any other person, on this date or at any time thereafter, grants any other security with respect to the payment and performance of all or any part of the Secured Obligations, unless otherwise agreed in writing between the parties to this Agreement.

(e) The rights and remedies of Pledgee provided in this Agreement, the other Loan Documents or any other agreement, instrument or document relating thereto (i) are cumulative and in addition to, and not exclusive of, any rights or remedies available to Pledgee under applicable law, this Agreement or the other Loan Documents or any other agreement, instrument or document relating thereto; and, (ii) are not conditioned upon or contingent upon the exercise by the Pledgee of any of its rights or remedies under this Agreement or the other Credit Documents or any contract, instrument or document related thereto against the Pledgors or any other person.

FIFTH. Powers of Attorney. Each of the Pledgors hereby agrees and undertakes to irrevocably appoint the Pledgee as its attorney-in-fact, so that the Pledgee may exercise any and all rights of such Pledgors arising out of or related to the Pledged Assets, including, but not limited to, preserving the Pledged Assets; provided that the Pledgee shall not exercise such authority unless and until such time as an "Event of Default" (having the same meaning ascribed to the term Event of Default in the Credit Agreement) has occurred and continues under the Loan Documents, and notice thereof is given by the Pledgee to the Pledgors in writing, in accordance with the form attached hereto as Exhibit F (the "Notice of Default").

Upon delivery by the Pledgee of a Notice of Default to the Pledgors, and provided that the Pledgors do not exhibit payment or, as the case may be, evidence the performance, modification, novation or waiver of the Secured Obligation whose default is in question within 1 (one) Business Day following the Notice of Default, all rights related to the Pledged Assets shall be exercised exclusively by the Pledgor, until the Pledgee delivers to the Pledgors a notice of termination or waiver of the Event of Default in question or the Pledgors cure the Event of Default within the term set forth in the Credit Agreement, as the case may be.

For such purposes, the Pledgors, within 5 (five) business days following the execution of this Agreement, shall grant before a notary public a special limited and irrevocable power of attorney in favor of the Pledgee in terms of the form attached to this Pledge Agreement as Exhibit G.

SIXTH: Enforcement: (a) Once the Pledgee delivers a Notice of Default to the Pledgors and in accordance with the provisions of Article 336 Bis of the LGTOC, the Pledgor shall keep the cash contained or that may exist in the Accounts, up to the amount of the Secured Obligations, without the need for an enforcement proceeding or judicial resolution, extinguishing such Secured Obligations for such amount. In the event that the amount of the Secured Obligations exceeds the cash contained in the Accounts, the Pledgee shall be entitled to enforce, at cost to the Pledgors, the Pledge created in terms of this Agreement and exercise any or all of its rights in accordance with the enforcement procedure set forth in the Fifth Book, Title Three-Bis of the Commercial Code.

(b) The resources obtained as a result of the execution of the Pledge shall be applied by the Pledgee for the payment of the Secured Obligations.

(c) The parties hereto agree that the prescription period set forth in Article 375 of the LGTOC shall begin to run as of the last expiration date of the Secured Obligations.

(d) Any omission by the Pledgee to exercise any of its rights under this Agreement or delay in the exercise of such rights shall not operate as a waiver by the Pledgee of such rights, nor shall any partial exercise by the Pledgee of its rights under this Agreement be deemed to preclude any further exercise thereof or the exercise of any other right.

SEVENTH: Term and Termination. (a) This Agreement and the Pledge created hereunder shall remain in full force and effect from the date of execution of this Agreement until the date on which all the Secured Obligations have been paid and performed in full in accordance with the Loan Documents.

(b) The Pledgee shall release the Pledge created in terms of this Agreement over all the Pledged Assets, upon payment and performance in full of the Secured Obligations in accordance with the terms of the Loan Documents and to the satisfaction of the Pledgee. For such purposes, the Pledgee agrees to promptly execute, at the written request of the Pledgors and at the expense and cost of the Pledgors, any document or agreement (provided to the Pledgee) or take any additional action reasonably requested by the Pledgors to terminate this Agreement and to carry out the cancellation of the registration of the Pledge in the RUG.

EIGTH. Amendments. (a) Any amendment to this Agreement must be in writing and executed by all parties to this Agreement.

(b) The failure of the Pledgee to exercise its rights under this Agreement shall in no event have the effect of a waiver thereof, nor shall any single or partial exercise by such person of any right under this Agreement preclude any other right, authority or privilege (including those provided by applicable law).

(c) No waiver or approval by the Parties, pursuant to this Agreement shall apply to subsequent transactions, except as otherwise provided in such waiver or approval.

NINTH. Indemnification. (a) The Pledgors, agree to indemnify the Pledgee, their respective affiliates and subsidiaries, and their respective directors, shareholders, managers, officers, consultants and employees (each, an "Indemnified Party") and to hold them harmless from and against any and all actions, liabilities, damages, penalties, lawsuits, judgments, claims, costs and expenses (including documented legal expenses) or payments incurred by or attributable to or imposed against any Indemnified Party, in each case arising out of or in connection with or by reason (including, without limitation, any investigation, litigation or proceeding or the preparation of the defense in connection therewith) of any Loan Documents and any of the transactions contemplated thereby, unless such action, obligation, damage, loss, penalty, claim, judgment, cost or expense is declared in a final and non-appealable judgment rendered by a court of competent jurisdiction to be the result of willful misfeasance, bad faith or negligence of such Indemnified Party. In the event of any investigation, litigation or other proceeding to which the indemnification provided in this Clause is applicable, such indemnification shall be effective whether or not such investigation, litigation or proceeding is initiated by any Party of the Credit Agreement, its directors, shareholders or partners, or lenders or if any Indemnified Party is a party to such proceeding, whether or not the transactions contemplated by this Agreement have been consummated.

(b) The obligations of the Pledgors under this Clause shall remain in force even after the termination of this Agreement and until the expiration of the prescription period thereof pursuant to the Applicable Law.

TENTH. Notices; addresses. (a) All notices and communications (including summons and any other judicial or extra-judicial notices or communications and also for purposes of extra-judicial proceedings) required or permitted to be delivered under this Agreement to any party to this Agreement shall be in writing and in Spanish and shall be delivered personally or sent by certified mail with return receipt requested, by transmission via e-mail, with the attached file in PDF format and autographically executed by an attorney-in-fact of the respective party, with acknowledgment of receipt automatically generated, without the need for subsequent delivery of the original to the other parties to the Agreement, to such other address or e-mail address as may be designated by such party by written notice to the other parties to the Agreement.

Until the other parties to the Agreement receive a notice of change of address in accordance with this Clause, notices delivered to the address indicated in this Agreement shall be fully

effective. Notices delivered personally or by specialized courier service shall be effective when delivered. Notices delivered by electronic mail transmission shall be deemed delivered when received, according to the acknowledgement of receipt automatically generated by the electronic system. The parties to this Agreement indicate as their domiciles the following:

The Pledgee:
Blvd. Manuel Ávila Camacho 1, 1st floor, Mexico City,

Lomas de Chapultepec - 11009

Tel: +52 55 5123 2859

E-mail address: jose.rivero@scotiabank.com

Attention: José Jorge Rivero Méndez

Concessoc:
Paseo de los Tamarindos No. 400-B, 7th floor

Bosques de las Lomas – 05120, Mexico City, Mexico

Tel: +52 55 4170 3040

E-mail address jarreola@nhg.com.mx

Attention: Javier Arreola Espinosa

Aerodrome:
Paseo de los Tamarindos No. 400-B, 7th floor

Bosques de las Lomas – 05120, Mexico City, Mexico

Tel: +52 55 4170 3040

E-mail address jarreola@nhg.com.mx

Attention: Javier Arreola Espinosa

(b) The parties to this Agreement indicate the above addresses for the purpose of judicial or extra-judicial summons, including but not limited to notarial interpellations and diligences of payment demand, seizure and summons to trial to be carried out with respect to this Agreement.

ELEVENTH. Assignment. The rights and obligations under this Agreement may not be assigned or transferred to any third party without the prior written consent of the other parties; provided, however, that the Pledgee and the Secured Creditors may assign their rights under this Agreement in accordance with the terms set forth in the Credit Agreement.

TWELFTH. Exhibits. All Exhibits to this Agreement are an integral part hereof, as if they were inserted literally herein.

THIRTEENTH. Novation. Neither the execution of this Agreement nor the creation or perfection of the Pledge constitutes a novation, amendment, payment or performance of the Secured Obligations, in whole or in part.

FOURTEENTH. Governing Law; jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of Mexico. For the interpretation, compliance and execution of this Agreement, each of the parties hereto expressly submits to the exclusive jurisdiction of the competent federal courts of Mexico City, Mexico, expressly waiving any other jurisdiction that, by reason of law, of its present or future domicile, or for any other reason, may correspond to them.

FIFTEENTH. Conflicts. This Agreement is entered into in accordance with the provisions of the Credit Agreement, and is subject to the terms and conditions set forth therein.

SIXTEENTH. Independence of Provisions. In the event that any provision of this Agreement is declared illegal or unenforceable by a court of competent jurisdiction, such provision shall be considered and construed separately from the other provisions contained herein and shall in no way affect the validity, legality and enforceability of this Agreement.

SEVENTEENTH. Headings. The headings used at the beginning of the clauses of this Agreement are used solely for ease of reference and do not affect in any way its interpretation.

[Intentionally left blank, signature pages follow].

CONCESSOC 31 SAS
AS PLEDGOR

/s/ Javier Arreola Espinosa
By: Javier Arreola Espinosa
Title: Attorney-in-fact

Signature page of the non-possesory pledge agreement entered between CONCESSOC 31 SAS and Aerodrome Infrastructure S.À R.L., as pledgors, and Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, S.A., as pledgee.

AERODROME INFRASTRUCTURE S.À R.L.
AS PLEDGOR

/s/ Javier Arreola Espinosa
By: Javier Arreola Espinosa
Title: Attorney-in-fact by means of the Powers of Attorney granted on November 22, 2022.

Signature page of the non-possesory pledge agreement entered between CONCESSOC 31 SAS and Aerodrome Infrastructure S.À R.L., as pledgors, and Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, S.A., as pledgee.

SCOTIABANK INVERLAT, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO SCOTIABANK INVERLAT
AS PLEDGEE

/s/ José Jorge Rivero Méndez
By: José Jorge Rivero Méndez
Title: Legal Representative

/s/ Luis Michel Lugo Piña
By: Luis Michel Lugo Piña
Title: Legal Representative

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Signature page of the non-possesory pledge agreement entered between CONCESSOC 31 SAS and Aerodrome Infrastructure S.À R.L., as pledgors, and Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, S.A., as pledgee.

Exhibit A

Copy of the Credit Agreement y del Guarantee Agreement

Exhibit B

Copy of corporate resolutions of Concessoc.

Exhibit C

Copy of corporate resolutions of Aerodrome.

Exhibit D

Copy of irrevocable instruction from Concessoc.

Exhibit E

Copy of irrevocable instruction from Aerodrome.

Exhibit F

Form of Notice of Default

Mexico City, Mexico, [●] [●], 20[●]

[●]

Dear Sirs,

We refer to the non-possessory pledge agreement dated December 7, 2022 entered between Concessoc 31 SAS ("Concessoc") and Aerodrome Infrastructure S.À R.L. ("Aerodrome"), as Pledgors, Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat, as collateral agent, acting on behalf of and for the benefit of the "Secured Creditors" (as such term Secured Creditors is defined in the Credit Agreement dated December 2 2022), as Pledgee (the "Non-Possessory Pledge Agreement").

Pursuant to and for the purposes of Clause Five of the Non-possessory Pledge Agreement, by means of this Notice of Default, we hereby inform you that an Event of Default has occurred and continues.

For such purposes, Exhibit 1 to this notice specifies and describes the Secured Obligation(s) defaulted upon. This Notice of Default is given for the purposes of Clause Five of the Nonpossessory Pledge Agreement, whereby the Pledgors have one Business Day from the date of this Notice of Default to, exhibit to the Pledgee, the payment, or as the case may be, evidence the performance of the Secured Obligation described in Exhibit 1 hereto, or present the document evidencing the extension of the term, novation or waiver of the Secured Obligation.

[●]
By:_____
Name:
Title:

Exhibit G
Form of irrevocable special power of attorney

SPECIAL IRREVOCABLE POWER OF ATTORNEY

[CONCESSOC 31 SAS / AERODROME INFRASTRUCTURE S.À R.L.], (hereinafter the "Pledgor") grants an IRREVOCABLE SPECIAL POWER OF ATTORNEY, pursuant to Clause Five of the non-possessory pledge agreement dated December 7 2022 (the "Non-possessory Pledge Agreement"), entered between Scotiabank Inverlat, S.A., Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat (the "Pledgee"), in terms of Articles 2554 and 2596 of the Federal Civil Code and its correlative articles of the Civil Codes of the States of the Mexican Republic and Mexico City, in favor of the Pledgee, in order that, once an Event of Default occurs and continues and a Notice of Default has been filed under the terms of the Non-Possessory Pledge Agreement, the Pledgee shall use and/or exercise any rights related to or derived from the Pledged Assets but limited exclusively to the Pledged Assets, without this power of attorney granting the Pledgee authority with respect to assets or rights other than the Pledged Assets, in terms of the provisions of the Non-possessory Pledge Agreement.

In the exercise of the irrevocable special power of attorney granted herein, and without prejudice to the specialty of the powers of attorney granted, the Pledgee shall enjoy all the authority necessary to carry out the purpose of this special power of attorney in the terms of the first three paragraphs of Article 2554 of the Federal Civil Code and its correlative articles in the Civil Codes of the States of the Mexican Republic, including all those general and special powers that require special clause in the terms of Article 2587 of the Federal Civil Code and its correlative articles in the Civil Codes of the States of the Mexican Republic and for Mexico City.

The power of attorney granted is irrevocable under the terms of Article 2596 of the Federal Civil Code and its correlative articles in the Civil Codes of the States of the Mexican Republic and for Mexico City.

All capitalized terms not defined herein shall have the meanings attributed to them in the Nonpossessory Pledge Agreement.

The Pledgee may exercise this power of attorney through its legal representatives or attorneys-in-fact.

IN WITNESS WHEREOF, this special and irrevocable power of attorney is granted on [●] [●], 2022.

EXHIBIT 12

Execution version

SHARE PLEDGE AGREEMENT

dated
7 December 2022

between

CONCESSOC 31 SAS
as Pledgor

and

SCOTIABANK INVERLAT S.A., INSTITUCIÓN DE BANCA MÚLTIPLE
GRUPO FINANCIERO SCOTIABANK INVERLAT
as Collateral Agent

in the presence of

AERODROME INFRASTRUCTURE S.À R.L.
as Company

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THIS SHARE PLEDGE AGREEMENT (the "**Agreement**") is made on 7 December 2022

BETWEEN

(1) **CONCESSOC 31 SAS**, *a simplified joint-stock company incorporated and existing* under the laws of France, having its registered office at 1973 boulevard de la Défense, 92000 Nanterre, and registered with the R.C.S. Nanterre under number 918 858 226, as pledgor (the "**Pledgor**");

AND

(2) **SCOTIABANK INVERLAT S.A., INSTITUCIÓN DE BANCA MÚLTIPLE GRUPO FINANCIERO SCOTIABANK INVERLAT**, acting as collateral agent for its own benefit and for the account of the other Secured Creditors (together with its successors and permitted assigns in such capacity) (the "**Collateral Agent**").

IN THE PRESENCE OF

AERODROME INFRASTRUCTURE S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 9, rue de Bitbourg, L-1273 Luxembourg, and registered with the RCS Luxembourg under number B251461, as company (the "**Company**").

WHEREAS

A. This Agreement secures and will secure the Secured Obligations (as defined below).

B. The Company's share capital is set at twenty thousand United States dollar (USD 20,000), represented by twenty thousand (20,000) shares with a nominal value of one United States dollar (USD 1) each (the "**Shares**").

C. Under a New York law governed credit and guaranty agreement dated 2 December 2022 and made between, *inter alios*, the Pledgor as TL Borrower and DSRF Borrower, the Company as Guarantor, Scotiabank Inverlat S.A., Institución de Banca Múltiple Grupo Financiero Scotiabank Inverlat as Administrative Agent and HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC and Scotiabank Inverlat S.A., Institución de Banca Múltiple Grupo Financiero Scotiabank Inverlat as Lead Arrangers and Lenders (as amended, restated, amended and restated or otherwise modified from time to time, the "**Credit Agreement**") certain facilities have been made available to the Borrowers (each capitalised term not defined herein as defined therein).

D. As a condition precedent to the provision of the facilities under the Credit Agreement, the Pledgor has agreed to grant to the Collateral Agent a pledge over the Collateral (as defined below) to secure the Secured Obligations.

E. Under a resolution dated on or about the date hereof, the management board of the Pledgor is satisfied that entering into this Agreement serves the corporate purpose and is in the corporate interest of the Pledgor.

F. These recitals shall be an integral part of the Agreement and shall be referred to in the construction of it.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Incorporated Definitions

The expressions defined in the Credit Agreement are expressly and specifically incorporated into this Agreement and, accordingly, shall, unless the context otherwise requires and save where otherwise defined in this Agreement, have the same meaning in this Agreement. In the event of any inconsistency or contradiction between the provisions of this Agreement and the provisions of the Credit Agreement, the provisions of the Credit Agreement shall prevail (to the extent permitted by applicable law and to the extent the validity and enforceability of the Pledge are not affected).

1.2 Additional Definitions

In this Agreement, the following terms shall have the following meaning:

"**Collateral**"	means the Shares, the Future Shares and the Distributions, including any securities resulting from any regrouping, splitting or replacement of the Shares and the Future Shares, or from any similar operation.
"**Collateral Act**"	means the Luxembourg Act of 5 August 2005 on financial collateral arrangements, as amended from time to time.
"**Companies Act**"	means the Luxembourg Act of 10 August 1915 on commercial companies, as amended from time to time.
"**Default**"	has the meaning given to this term in the Credit Agreement.
"**Distributions**"	means all dividends, interest and other monies payable under the Shares and Future Shares and all other rights, benefits and proceeds under or derived from the Shares and Future Shares (whether by way of redemption, bonus, preference, option rights, substitution, conversion or otherwise, including any proceeds that may not immediately be used to discharge the Secured Obligations).

"**Encumbrance**"	means a charge, assignment, pledge, lien (including a *privilège*) or other security interest, attachment or similar restriction of any kind securing any obligation of any person, or any other agreement or arrangement having a similar effect on the Collateral.
"**Event of Default**"	has the meaning given to this term in the Credit Agreement.
"**Expert**"	an independent auditor (*réviseur d'entreprises agréé*), as designated by the Collateral Agent (at the cost of the Pledgor).
"**Fair Market Value**"	means the estimated best obtainable value of the Shares and the Future Shares given the market conditions, based on information available at the date of valuation and that would be paid by a willing buyer without any special interest to an unaffiliated willing seller in an arm's length transaction not involving distress or necessity of either party; the Fair Market Value may be determined by an Expert. If the Company fails to make any documents or data promptly available to the Expert, the Expert may value the Shares and the Futures Shares on the basis of information publicly available or otherwise available to the Collateral Agent.
"**Future Shares**"	means any other shares issued by the Company that the Pledgor may subscribe to, acquire or be offered in substitution or in addition to the Shares at any time after the date hereof, including those that the Pledgor may subscribe to in the case of an increase of the share capital of the Company following the exchange, merger, consolidation, divestment, issue of dividend, subscription for cash or for any other reason.
"**Insolvency Regulation**"	means the Council Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings, as amended by Regulation (EU) 2021/2260 of the European Parliament and of the Council of 15 December 2021.

"**Loan Document**"	has the meaning given to this term in the Credit Agreement.
"**Luxembourg**"	means the Grand Duchy of Luxembourg.
"**Material Adverse Effect**"	has the meaning given to this term in the Credit Agreement.
"**Pledge**"	means the pledge (*gage*) created under Clause 2 (*The Pledge*) of this Agreement.
"**RCS Luxembourg**"	means the Luxembourg Trade and Companies Register (*R.C.S., Luxembourg*).
"**RCS Nanterre**"	means the French Trade and Companies Register of Nanterre.
"**Register**"	means the register of shareholders (*registre des associés*) of the Company held by the Company at its registered office.
"**Secured Creditors**"	has the meaning given to this term in the Credit Agreement.
"**Secured Obligations**"	has the meaning given to the term "Obligations" in the Credit Agreement (including, without limitation, all liabilities arising out of any extension, amendment or increase of the principal amount or further advances made under the Credit Agreement and the other Loan Documents, or any variation, modification, restatement, novation of or supplement to the Credit Agreement or the other Loan Documents whatsoever).

1.3 Interpretation and Construction

(a) In this Agreement, unless the contrary intention appears, any reference to:

(i) Any document, agreement or other instrument is a reference to that document, agreement or other instrument as from time to time amended, modified, restated, novated, varied or supplemented;

(ii) A provision of law is a reference to that provision as amended or re-enacted;

(iii) A person includes its successors, transferees and assignees (subject to the terms of Clause 14.7 (*Transferability*) of this Agreement); and

(iv) Words denoting the plural shall include the singular and vice versa and words denoting one gender shall include another gender.

(b) No provision of this Agreement shall be interpreted adversely against a party solely because that party was responsible for drafting that particular provision or because that party is relying on that particular provision.

(c) This Agreement, as well as all other documents relating thereto, including notices, are and will be drawn up in English. In the event of any discrepancy between the English text of this Agreement or any agreement resulting from it or relating to it and any translation of it, the English language version shall prevail.

(d) English language words used in this Agreement intend to describe Luxembourg legal concepts only and the consequences of the use of those words in English law or any other foreign law shall be disregarded.

(e) Any Luxembourg legal concept referred to in this Agreement shall, in any jurisdiction other than Luxembourg, be deemed to include such concept and have the meaning which in that jurisdiction most closely approximates the Luxembourg legal concept.

(f) The titles and headings in this Agreement are inserted for ease of reference only and shall not affect the interpretation of the terms of this Agreement.

(g) This Agreement is a Security Document (as defined in the Credit Agreement).

2. THE PLEDGE

2.1 Creation of the Pledge

(a) The Pledgor hereby grants to the Collateral Agent a first ranking pledge (*gage de premier rang*) over its right, title and interest in the Collateral as continuing security for the due payment and discharge of the Secured Obligations, and the Collateral Agent accepts this Pledge, under Articles 3 *et seq*. of the Collateral Act.

(b) The Collateral Agent holds the benefit of this Agreement for the Secured Creditors under the Credit Agreement and under Article 2(4) of the Collateral Act.

2.2 Preservation of the Pledge

If and to the extent that at any time, and from time to time, it shall be necessary that further instruments or documents be executed and/or further action be taken under any applicable law (including the law applicable at the registered office of the Collateral Agent) in order to create, preserve or perfect a valid Pledge in accordance with this Agreement and the Credit Agreement, the Pledgor shall as soon as possible execute such further instruments or documents or take such further action, at its expenses.

3. REGISTRATION, PERFECTION

(a) The Pledgor procures to request the Company, immediately upon the execution of this Agreement (or in the case of any Future Shares, as soon as possible upon their issuance to the Pledgor and not later than 3 (three) Business Days from their issuance), to record the Pledge in the Register (*inscription*) in the name of the Collateral Agent under Article 5 of the Collateral Act.

(b) The Company acknowledges and accepts the existence of this Pledge as a pledge created over the Collateral, takes notice of its terms, and undertakes to promptly and duly record this Pledge in its Register in accordance with the terms of this Agreement. The Company represents that it has received no notice or is not otherwise aware of any transfer of the Collateral to a third party, nor of any attachment or Encumbrance, so that to the best of its knowledge, the Pledgor owns the Collateral free and clear (save for this Pledge).

(c) As of the date of signing by the Company of this Agreement and of the corresponding entry in the Register, this Pledge can be held against the Company and against third parties (other than the Company). The Pledgor shall, on the date of execution of this Agreement and on each date the Pledgor acquires or subscribes for Future Shares, provide to the Collateral Agent a signed copy of the Register as evidence of registration.

(d) The following legend shall be used to mark the Register (with the indications, where appropriate, of names and share details as indicated in the recitals hereto):

"*Under a share pledge agreement dated 7 December 2022 (the "**Share Pledge Agreement**") Concessoc 31 SAS has pledged in favour of Scotiabank Inverlat S.A., Institución de Banca Múltiple Grupo Financiero Scotiabank Inverlat acting for its own benefit and for the benefit of the other Secured Creditors (as defined in the Share Pledge Agreement), all its rights, titles, interests and benefits, present and future, in, to and under the Shares (as defined in the Share Pledge Agreement), and all Future Shares and Distributions (as defined in the Share Pledge Agreement) in Aerodrome Infrastructure S.à r.l. as a first ranking pledge for the Secured Obligations (as defined in the Share Pledge Agreement).*

[date]

[name, title, signature].".

(e) The Pledgor and the Company hereby instruct and appoint as their special attorneys each manager of the Company as well as any lawyer from Arendt & Medernach S.A, each acting individually and with full power of substitution, for the purposes of registering the Pledge in the Register and delivering a signed copy of it to the Collateral Agent.

(f) The Pledgor and the Company undertake to reiterate the formalities referred to at paragraphs (a), (b), (c) and (d) above as soon as practicable each time that Future Shares are issued by the Company and the Pledge constituted by this Agreement is extended to such Future Shares.

4. CONTINUING SECURITY, NO DISCHARGE

(a) This Pledge shall be a continuing security for the due performance of the Secured Obligations, and shall remain in full force and effect until enforcement, termination of this Agreement or express release under Clause 12 (*Discharge of the Pledge*), as the case may be.

(b) This Pledge shall be in addition to and shall not in any way be prejudiced by or dependent on any collateral or other security interest now or hereafter held by the Collateral Agent as security for the Secured Obligations or any Encumbrance to which it may be entitled. The rights of the Collateral Agent and the other Secured Creditors hereunder are in addition to and not exclusive of those provided by law.

(c) This Pledge shall not be discharged by reason of the circumstance that there is at any time no Secured Obligation currently owing, nor shall the Pledge be discharged by any intermediate payment, satisfaction of any part of the Secured Obligations or any settlement of accounts.

(d) The Pledgor specifically agrees and acknowledges that neither the obligations of the Pledgor under this Agreement nor the Pledge will be affected by (without limitation):

(i) Any increase of any amount made available under, or any amendment (however fundamental), novation or replacement of, or supplement to, the Credit Agreement or the Secured Obligations;

(ii) Any moratorium of payment, indulgence, waiver of rights or recourse or consent granted to the Pledgor or any other person, or abstaining from proving or claiming any debt;

(iii) The taking or perfecting of any security or the refusal or neglect to perfect or enforce any rights or security or the release (other than under Clause 12 (*Discharge of the Pledge*)) of the Pledgor or any other person; or

(iv) Any change in the shareholder structure, the articles of association, legal form or status of the Pledgor, the Company or any other person.

(e) The Pledgor expressly acknowledges and recognizes the right of the Collateral Agent or any other Secured Creditor to enter into any agreements, arrangements and amicable settlements, with or without remission of the Secured Obligations without the Collateral Agent's or any other Secured Creditor's rights under this Pledge being in any manner altered or prejudiced.

5. RIGHTS AND DISTRIBUTIONS

5.1 Rights before the occurrence of an Event of Default

Until an Event of Default occurs, the Pledgor shall be entitled to exercise all rights (including without limitation voting rights) attached to the Collateral. However, the Pledgor shall not exercise or direct the exercise of such rights attached to the Collateral in a manner which could be expected to have a Material Adverse Effect on the validity, enforceability or ranking of the Pledge and/or this Agreement, breach the terms of a Loan Document or to cause a Default to occur. Unless otherwise agreed with the Collateral Agent and subject to the terms of the Credit Agreement, the Pledgor shall vote against any proposal that would result in a liquidation, merger, or split-up of the Company, or entail a dilution of the rights attaching to, or any change of the terms of, the Collateral.

5.2 Rights after the occurrence of an Event of Default

(a) Following the occurrence of an Event of Default which is continuing, the Pledgor shall seek written instructions from the Collateral Agent on the exercise of the rights (including without limitation voting rights) attached to the Shares and the Future Shares and act solely upon such instructions, unless the Collateral Agent has given notice to the Pledgor and the Company that it will, with effect from such notice, exercise such rights in the Shares and the Future Shares exclusively, all under Article 9 of the Collateral Act.

(b) In particular, following the occurrence of an Event of Default which is continuing, the Pledgor and the Company shall inform the Collateral Agent of any meeting of the shareholders of the Company, as well as of the agenda thereof. In this case, the Pledgor shall not pass any resolution without the Collateral Agent's prior consent in writing. Where there is no such meeting of the shareholders of the Company, the Pledgor shall inform the Collateral Agent of any resolution and not pass any resolution without the Collateral Agent's prior written consent. For the avoidance of doubt, the Collateral Agent shall, following the occurrence and during the continuance of an Event of Default, be entitled to exercise all rights of the Pledgor in relation to the convening and/or holding of meetings of the shareholders or the adoption of the resolutions in writing or otherwise. In particular, the Collateral Agent shall have the right, in this case, to request the board of managers of the Company to convene a meeting of the shareholders of the Company and to request items to be added to the agenda, to convene such meeting and/or to approve and adopt written resolutions under applicable law. Upon request of the Collateral Agent, the Pledgor shall issue a written confirmation that the Collateral Agent is entitled to exercise the above rights in any manner the Collateral Agent deems fit for the purpose of protecting and/or enforcing its rights under this Agreement.

5.3 Distributions before the occurrence of an Event of Default

Until an Event of Default occurs and the notice referred to in Clause 5.4 below has been issued by the Collateral Agent, the Pledgor shall be entitled to directly receive and apply any Distributions, whether or not they have been declared or have accrued, except to the extent such Distributions are prohibited under the Credit Agreement or applicable law.

5.4 Distributions upon the occurrence of an Event of Default

Following the occurrence of an Event of Default which is continuing, the Collateral Agent shall be entitled to notify the occurrence of the same to the Pledgor and the Company, whereupon any Distributions shall be paid exclusively to the Collateral Agent for application towards the Secured Obligations in accordance with sub-clause 10.2 (*Priority and Application of Proceeds*).

6. REPRESENTATIONS AND WARRANTIES

The representations and warranties set out in the Credit Agreement in relation to the Pledgor and the Company apply to this Agreement as if they were set out herein. In addition, the Pledgor and the Company (as applicable) represent and warrant to the Collateral Agent as at the date hereof that:

6.1 Legal form, status and centre of main interests of the Company

(a) The Company is a private limited liability company (*société à responsabilité limitée*) that has been duly incorporated and validly exists under the laws of Luxembourg; and

(b) The Company's "centre of main interests" (within the meaning of the Insolvency Regulation) is in Luxembourg, it does not maintain an "establishment" (within the meaning of the Insolvency Regulation) in any jurisdiction other than Luxembourg and, only upon the effectiveness of the Aerodrome Merger, save for the effects of the Aerodrome Merger (as such term is defined in the Credit Agreement), it will keep at all times its Register, its registered office and "centre of main interests" (within the meaning of the Insolvency Regulation) in Luxembourg.

6.2 Capacity of the Pledgor

The execution and performance of this Agreement are not subject to the prior consent of the Pledgor's shareholders.

6.3 No insolvency of the Pledgor and of the Company

(a) The Pledgor has not taken any winding-up resolution, has not been declared bankrupt and has not applied for, or is subject to, general settlement, voluntary arrangement, administration or composition with creditors, controlled management or moratorium, reprieve from payment, assignment for the benefit of creditors or any similar proceedings affecting the rights of creditors generally; and

(b) The Company has not taken any winding-up resolution, has not been declared bankrupt and has not applied for general settlement or composition with creditors (*concordat préventif de faillite*), controlled management (*gestion contrôlée*) or moratorium or reprieve from payment (*sursis de paiement*), and is not subject to any similar proceedings affecting the rights of creditors generally.

6.4 Binding obligations and priority

(a) This Agreement has been duly executed by the Pledgor, constitutes legal, valid and binding obligations of the Pledgor and creates a valid, perfected and enforceable first ranking pledge (*gage de premier rang*) over the Collateral, ranking senior to all third parties as of the date of signing by the Company of the corresponding entry in the Register;

(b) Immediately prior to the execution of this Agreement, the Pledgor was, and it will be, the sole owner of and has, and will have, full right and title to the Collateral and (save for this Pledge) no Encumbrance, however created or arising (unless arising by operation of law) exists over the Collateral; none of the Collateral attached under this Agreement is subject to any prohibition on the taking of security over it; and

(c) It has taken no action or steps that could be expected to have a Material Adverse Effect on its right, title and interest in and to the Collateral.

6.5 Tax Considerations

There is no tax, levy, impost, deduction, charge or withholding imposed by Luxembourg or any political subdivision of it on or by virtue of the execution, delivery or enforcement of this Agreement.

6.6 Collateral

(a) The Shares and the Future Shares represent and shall at all times represent 100% (one hundred per cent) validly issued and fully paid up share capital of the Company; there are no income-sharing certificates or other shares that represent the capital of the Company in existence, nor any warrant, convertible preferred equity certificates, convertible bond, exchange right or other right of any kind to acquire shares in the Company and that would require the Company to issue, sell or otherwise cause to become outstanding any of its capital stock; no contract, other agreement, right or claim exists with respect to the share capital of the Company unless otherwise disclosed to the Collateral Agent; and

(b) The Company has not declared any dividends under the Collateral that are still unpaid at the date hereof; and

(c) The Register is held at the registered office of the Company in Luxembourg.

6.7 Repetition

The Pledgor and the Company undertake to the Collateral Agent that the representations and warranties in this Clause 6 (*Representations and Warranties*) shall at all times remain true and correct and are deemed to be repeated, as required under the Credit Agreement, on each date until full discharge of the Pledge under Clause 12 (*Discharge of the Pledge*) with reference to the facts and circumstances then existing.

7. COVENANTS AND UNDERTAKINGS

7.1 Negative Covenant

The Pledgor shall not (nor shall the Pledgor agree to) transfer or dispose of any of the Shares or the Future Shares, create or permit to subsist any Encumbrance over all or any part of the Collateral (irrespective of whether ranking before or behind the Pledge), other than this Pledge or except as permitted by the Credit Agreement, without the Collateral Agent's prior written approval.

7.2 Positive Covenants and Undertakings

The Pledgor covenants and undertakes with the Collateral Agent as follows:

(a) To give or procure to be given to the Collateral Agent such opinions, certificates, information and evidence (and in such form) as the Collateral Agent may reasonably request to discharge or to exercise the duties, powers and authorities vested in it under this Agreement or any other Loan Document or by operation of law; in particular, the Pledgor shall procure that all required documents and data are promptly made available by the Company to the Expert;

(b) At all times to observe and perform its obligations and rights under the Collateral and, subject to Clause 5 (*Rights and Distributions*), not to give any consent, waiver or ratification, or take or permit to be taken any other action that could be expected to have a Material Adverse Effect on the validity, enforceability or ranking of this Pledge and/or this Agreement and not, without the prior written consent of the Collateral Agent, to perform any act that could be expected to result in a reduction of the value of the Collateral;

(c) In the event of a seizure or attachment by a third party of all or any part of the Collateral of which the Pledgor is aware, at its own cost and expense, to:

(i) Promptly notify the Collateral Agent and send it or its attorneys a copy of the relevant attachment or seizure documentation as well as all other documents required under applicable law, signed to the extent required by the Pledgor; and

(ii) Take such measures (including necessary legal action) as may reasonably be required or requested by the Collateral Agent to protect the Collateral Agent's and the Secured Creditor's interest in the Collateral in accordance with the Credit Agreement; and

(d) To notify the Collateral Agent as soon as possible of any event or circumstance that could be expected to have a Material Adverse Effect on the validity, enforceability or ranking of the Pledge and/or this Agreement.

The Pledgor undertakes to the Collateral Agent that the covenants and undertakings in this Clause 7 (*Covenants and Undertakings*) remain in force from the date of this Agreement until full discharge of the Pledge under Clause 12 (*Discharge of the Pledge*).

8. FURTHER ASSURANCES AND POWER OF ATTORNEY

8.1 Further Assurances

(a) In connection with this Agreement and all transactions contemplated hereby, each party shall execute and deliver all such additional documents and instruments, and perform such additional acts, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(b) In particular, without limiting the generality of the foregoing, the Pledgor shall promptly do whatever the Collateral Agent reasonably requires, after the occurrence of an Event of Default which is continuing, to facilitate the exercise of rights (including without limitation voting rights) by the Collateral Agent, or any other person designated by the Collateral Agent, under Clause 5 (*Rights and Distributions*) and the enforcement of the Pledge or the exercise of any other rights vested in the Collateral Agent, including, but not limited to, assisting in the valuation of the Shares and the Future Shares, executing any transfer, assignment or assurance of the Shares and the Future Shares (whether to the Collateral Agent or its nominees), making any registration and giving any notice, order or direction.

(c) All approvals and consents of any party hereto shall be in writing.

8.2 Power of Attorney

(a) The Pledgor and the Company (as applicable) irrevocably and severally appoint the Collateral Agent and any of its delegates or sub-delegates to be their attorney (*mandataire*) to take any action (including the making of registrations) that the Pledgor and the Company are entitled or obliged to take concerning the Collateral under this Agreement:

(i) After the occurrence of an Event of Default which is continuing; in particular with effect as of the occurrence of an Event of Default the Pledgor and the Company hereby irrevocably and unconditionally appoint, with full power of substitution, the Collateral Agent as their attorney to make any filings with the RCS Luxembourg and any other authorities, including any filings for the purpose of dismissal or appointment of any manager of the Company and the transfer of the Collateral.; or

(ii) At any time, if the Pledgor or the Company has failed to do anything required to be done by it according to the terms of this Agreement, including the perfection of the Pledge, and has not remedied such failure within 5 (five) Business Days from a request to remedy such failure;

It being understood that the enforcement of the Pledge must be carried out under Clause 10 (*Enforcement of the Pledge*).

(b) Any power of attorney granted by the Pledgor and the Company in this Agreement shall survive in case of any insolvency, reorganisation or winding-up of the Pledgor or the Company as permitted under article 2003 of the Luxembourg Civil Code and any enforcement of the Pledge.

8.3 Ratification

The Pledgor and the Company ratify and confirm whatever any attorney does or purports to do under its appointment under sub-clause 8.2 (*Power of Attorney*), unless such attorney is acting with wilful misconduct (*faute intentionnelle*) or gross negligence (*faute lourde*), or in breach of the terms of this Agreement or the Credit Agreement.

9. IMMEDIATE RECOURSE, WAIVER

(a) The Pledgor waives, to the fullest extent allowed by applicable law, any right or benefit, present or future, it may have of first requiring the Collateral Agent to proceed against or claim payment from any person or entity or enforce any guarantee or security granted by any other person or entity before enforcing this Agreement and/or any rights hereunder (including for purposes of Article 1285 of the Luxembourg Civil Code).

(b) To the fullest extent allowed by applicable law, the Pledgor waives any right, action or claim it may have under the Pledge against any person securing or guaranteeing the Secured Obligations, including, in particular, the Pledgor's rights of recourse under Articles 2028 *et seq*. of the Luxembourg Civil Code, any right to subrogation, present or future, it may have under Article 2037 of the Luxembourg Civil Code or any other similar right, action or claim under any applicable law (including ancillary relief or provisional measures such as *saisie-arrêt conservatoire*) or by way of set-off. The Pledgor acknowledges that this waiver is of the essence for the Collateral Agent and the other Secured Creditors and shall continue in full force and effect notwithstanding any termination of this Agreement or any discharge of the Pledge under Clause 112 (*Discharge of the Pledge*).

(c) Until the Pledge is expressly released under Clause 12 (*Discharge of the Pledge*) and unless the Collateral Agent otherwise directs, the Pledgor shall not exercise any right of any kind that it may have to claim, rank or vote as a creditor of the Company or its estate *pari passu* and in competition with the Collateral Agent *vis-à-vis* the Company.

10. ENFORCEMENT OF THE PLEDGE

10.1 Remedies

(a) Immediately upon the occurrence of an Event of Default which is continuing, the Collateral Agent shall be entitled to enforce the Pledge, in its absolute discretion and without any further notice (*mise en demeure*), and exercise any right in any manner as the Collateral Agent, acting reasonably, shall determine to the widest extent permitted under Article 11 of the Collateral Act, but without limiting any other rights or remedies otherwise available to the Collateral Agent.

(b) In particular, the Collateral Agent shall be entitled to operate payment of all or any part of the Secured Obligations (in each case without any further notice (*mise en demeure*)) at its option by:

(i) Appropriating the Collateral in its name or in the name of the Secured Creditors at its Fair Market Value. The Collateral Agent may, at its reasonable discretion, determine the date on which the appropriation becomes effective, including a date before or after the valuation of the Collateral has been completed. The Collateral Agent may elect, in its reasonable discretion, to appoint or nominate another person to appropriate the Collateral, it being understood that such appointment or nomination shall not affect the Collateral Agent's rights and obligations against the Pledgor; or

(ii) Selling the Collateral or having the Collateral sold upon mutual agreement in a private transaction at normal commercial conditions (*conditions commerciales normales*) for consideration in cash or in kind and taking control of any proceeds to which the Collateral Agent is entitled; for the purpose of determining normal commercial conditions the Collateral Agent may, at any time, assess the Collateral at its Fair Market Value at the time of sale; or

(iii) Selling the Collateral on a stock exchange determined by the Collateral Agent or by public auction held by an official designated by the Collateral Agent and taking control of any proceeds to which the Collateral Agent is entitled; or

(iv) Requesting for a judicial attribution of the Collateral to the Collateral Agent, at a price determined by an expert designated by the competent court in order to discharge the corresponding Secured Obligations; or

(v) Enforcing the Pledge by way of set off, to the extent applicable.

(c) The Collateral Agent shall have the right to request enforcement of the Pledge in respect of all or part of the Collateral at its absolute discretion after an Event of Default which is continuing occured. No action, choice or absence of action in this respect, or partial enforcement, shall in any manner affect the Pledge as it then shall be (and in particular those Shares which have not been subject to enforcement). The Pledge shall remain in full and valid existence until discharge or termination hereof, as the case may be.

(d) To the extent necessary, the Pledgor hereby expressly and irrevocably waives any right, claim or objection deriving from any restriction applicable to the transfer of the Collateral at the time enforcement action is taken by the Collateral Agent in accordance with this Clause 10 (*Enforcement of the Pledge*), including any restriction provided for in the articles of incorporation of the Company and/or in any shareholders agreement relating to the Company.

10.2 Priority and Application of Proceeds

(a) The proceeds of any sale, transfer or other disposition of all or any part of the Collateral (as applicable) and, in general, all monies or assets received by the Collateral Agent under this Agreement, shall, subject to the rights of creditors mandatorily preferred by law applying to companies generally, be applied to the satisfaction and set-off against all or any part of the Secured Obligations in accordance with Section 2.12 (*Payments Generally; Administrative Agent's Clawback*) of the Credit Agreement.

The Pledgor shall remain liable for any deficiency between the Fair Market Value or the proceeds (as applicable) and the Secured Obligations and expressly waives the benefit of Articles 1253 and 1256 of the Luxembourg Civil Code.

11. INDEMNITY AND DISCLAIMER OF LIABILITY

(a) The Pledgor shall indemnify the Collateral Agent for any losses, liabilities or damages (including legal fees) suffered by the Collateral Agent in connection with this Agreement, except insofar as they have been caused by the fraud, gross negligence (*faute lourde*) or wilful misconduct (*faute intentionnelle*) of the Collateral Agent.

(b) The Collateral Agent shall not be liable to the Pledgor for any costs, losses, liabilities or expenses (including legal fees, taxes and duties) relating to the enforcement of the Pledge or for any act, default, omission or misconduct of the Collateral Agent, or its officers, employees or agents in connection with this Agreement and the Credit Agreement and relating to the enforcement of the Pledge and to the Collateral save where the same arises as a result of fraud, gross negligence (*faute lourde*) or wilful misconduct (*faute intentionnelle*).

12. DISCHARGE OF THE PLEDGE

(a) Upon expiry of the period beginning on the date of this Agreement and ending on the date on which the Collateral Agent, acting reasonably, is satisfied that (A) all Secured Obligations shall have been unconditionally and irrevocably paid and discharged in full, and (B) there is no possibility of any further Secured Obligations coming into existence, the Collateral Agent shall promptly at the request and expense of the Pledgor release the Pledge (in whole or in part) The Collateral Agent shall inform the Company of such a release and shall instruct the Company to record the release of this Pledge in the Register.

(b) *The* Collateral Agent *shall give such instructions and directions as the Pledgor may reasonably require in order to perfect such release.*

(c) For the avoidance of doubt, the parties to this Agreement agree that any release of this Pledge shall be null and void and without effect and the Pledge shall continue to secure the Secured Obligations if any payment received by the Collateral Agent or by any of the other Secured Creditors and applied towards satisfaction of all or part of the Secured Obligations is (a) avoided or declared invalid as against the creditors of the maker of such payment, including because of the existence of insolvency proceedings opened against the Borrower, the Company or the Pledgor, or (b) becomes repayable by the Collateral Agent to a third party, or (c) proves not to have been effectively received by the Collateral Agent.

13. NOTICES

Any notice, request, demand or other communication to be made by one person to another under or in connection with this Agreement shall be made in accordance with Clause 11.02 (*Notices; Effectiveness; Electronic Communications*) of the Credit Agreement.

14. FURTHER PROVISIONS

14.1 Evidence of Indebtedness

In any action, proceedings or claim relating to this Agreement, or to the Pledge contained in this Agreement, a statement (which shall contain information in reasonable detail) as to any amount owing under the Secured Obligations, which is certified as being correct by an authorised officer of the Collateral Agent shall, save in the case of manifest or proven error and until evidence of the contrary, be conclusive prima facie evidence that such amount is in fact due and payable.

14.2 Delegation of Powers

The Collateral Agent shall be entitled, at any time and as often as may be expedient, to delegate all or any of the powers and discretion vested in it by this Agreement in such manner, upon such terms and to such person as the Collateral Agent in its absolute discretion may think fit. The Collateral Agent shall not be liable or responsible to the Pledgor for any loss or damage arising from any act, default, omission or misconduct on the part of any of its delegates or sub-delegates, except in case of gross negligence (*faute lourde*) or wilful misconduct (*faute intentionnelle*) upon its part.

14.3 Currency Conversion

To release this Pledge under Clause 12 (*Discharge of the Pledge*), and in particular for the satisfaction of and set-off against all or any part of the Secured Obligations under Clause 10 (*Enforcement of the Pledge*), the Collateral Agent may convert any monies collected or applied by it under this Agreement from one currency to another as the Collateral Agent in its absolute

discretion may think fit and any such conversion shall be undertaken at the prevailing spot rate of exchange for the time being, obtaining such other currency with the first currency as determined by the Collateral Agent in its discretion, acting reasonably, unless such conversion is required to be made under the provisions of the Credit Agreement.

14.4 Illegality, Severability

(a) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting, impairing or invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not render invalid, illegal or unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Pledgor waives any provision of law that renders any provisions hereof invalid, illegal or unenforceable in any respect.

(b) In the event of any such invalidity, illegality or unenforceability in any jurisdiction, the parties hereto shall negotiate in good faith with a view to agreeing on the substitution and replacement of any such provision by a provision that is legal, valid, binding and enforceable in such jurisdiction, and that, to the extent practicable, most nearly approximates its economic effects and effects the parties original intentions and purpose upon entering into this Agreement.

14.5 Costs and Expenses

All the Collateral Agent's reasonable documented costs and expenses (including legal fees, taxes and duties) incurred in connection with the preparation, negotiation, signing and enforcement of this Agreement shall be borne by the Loan Parties under Clause 11.03(a) (*Costs and Expenses*) of the Credit Agreement. The obligation to reimburse such reasonable costs and expenses shall be part of the Secured Obligations.

14.6 Rights Cumulative, Waivers

(a) The respective rights and remedies of the parties hereto provided in this Agreement are cumulative and may be exercised as often as considered appropriate and are in addition to any respective rights or remedies provided by general law.

(b) The respective rights of the parties hereto shall not be capable of being waived or varied otherwise than by express waiver or variation in writing; and, in particular, any failure to exercise or any delay in exercising any such rights shall not operate as a variation or waiver of that or any other such right; any defective or partial exercise of such rights shall not preclude any other or further exercise of that or any other such right; and no act or course of conduct or negotiation on their part or on their behalf shall in any way preclude them from exercising any such right or constitute a suspension or any variation of any such right.

14.7 Transferability

(a) This Agreement shall be binding upon and shall inure to the benefit of the Pledgor, the Company and the Collateral Agent and their respective successors and permitted assigns and references in this Agreement to any of them shall be construed accordingly.

(b) Save for the effects of the Aerodrome Merger (as such term is defined in the Credit Agreement), the Pledgor shall not be entitled or authorised to assign, novate, encumber or transfer any of its rights or benefits and obligations under this Agreement without the prior written consent of the Collateral Agent under the Credit Agreement.

(c) The rights and obligations of the Collateral Agent hereunder shall, automatically and without any further action being necessary, be transferred to any new Collateral Agent appointed for the Secured Obligations, after notification of such transfer to the Pledgor under Article 1690 of the Luxembourg Civil Code. For the avoidance of doubt, the right granted under this paragraph (c) shall exclusively benefit the Collateral Agent.

14.8 Reservation, Transfer of Rights

The parties to this Agreement reserve, for purposes of Articles 1278 *et seq*. of the Luxembourg Civil Code and except as otherwise stated in the Credit Agreement, the Pledge granted hereby and the security interest created under it. The Pledge shall continue in full force and effect for the benefit of the Collateral Agent and any other Secured Creditor, notwithstanding any assignment, amendment, assumption, novation or transfer of any kind by the Collateral Agent of all or any part of the Secured Obligations, or any further consent or formality.

14.9 Entire Agreement, Amendments

This Agreement and the matters referred to herein constitute the entire Agreement between the Pledgor and the Collateral Agent and supersede and cancel all prior representations, alleged warranties, statements, negotiations, drafts, undertakings, letters, acceptances, agreements, understandings, contracts and communications, whether oral or written, with respect to or in connection with the subject matter hereof. This Agreement may only be amended or changed by a written instrument signed by or on behalf of all parties having obtained the requisite approval, if any, under the provisions of the Credit Agreement.

14.10 Counterparts

This Agreement may be executed in any number of counterparts (whether by delivery of an original of such executed counterparts or by facsimile or electronic transmission of such executed counterparts), all of which will be deemed to be an original and such counterparts taken together will constitute one agreement and any of the parties hereto may execute this Agreement by signing any such counterpart.

15. GOVERNING LAW AND JURISDICTION

(a) This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Luxembourg.

(b) Each party hereto hereby agrees for the benefit of the other parties that the courts of Luxembourg, judicial district of Luxembourg-City, are to have the exclusive jurisdiction to settle any claims, disputes or matters (the "**Proceedings**") arising out of or in connection with this Agreement (including a dispute relating to any non-contractual obligations arising out of or in connection with it) and that accordingly any suit, action or proceeding arising out of or in connection with this Agreement (including any Proceedings relating to any non-contractual obligations arising out of or in connection with this Agreement) may be brought in such courts.

The parties have caused this Agreement to be signed by their respective duly authorised representatives.

This Agreement has been executed on the day and year first above written in 3 (three) originals, each party acknowledging the receipt of one original.

(*signature page follows*)

SIGNATORIES

The Pledgor

CONCESSOC 31 SAS

By: /s/ Rémi Maumon de Longevialle

Name: Rémi Maumon de Longevialle

Title: President

The Collateral Agent

SCOTIABANK INVERLAT S.A., INSTITUCIÓN DE BANCA MÚLTIPLE GRUPO FINANCIERO SCOTIABANK INVERLAT

By: /s/ José Jorge Rivero Méndez

Name: José Jorge Rivero Méndez

Title: Representante Legal

By: /s/ Luis Michel Lugo Piña

Name: Luis Michel Lugo Piña

Title: Representative

The Company

AERODROME INFRASTRUCTURE S.À R.L.

By: /s/ Kent Svensson

Name: Kent Svensson

Title: class B manager and authorised signatory

EXHIBIT 13

SHAREHOLDER LOAN AGREEMENT

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN:

VINCI AIRPORTS, a French company in the form of a *Société par Actions Simplifiée* with a share capital of 2,421,296,514 euros, having its registered office at 1973 Boulevard de la Défense - 92000 Nanterre, France, registered with the Registry of Commerce of Nanterre under number 410 002 075 represented by Nicolas NOTEBAERT in his capacity as President;

Hereinafter referred to as the "**Shareholder**",

ON THE ONE HAND,

AND:

CONCESSOC 31, a French company in the form of a *Société par Actions Simplifiée* with a share capital of 15,000 euros, having its registered office at 1973 Boulevard de la Défense - 92000 Nanterre, registered with the Registry of Commerce of Nanterre under number 918 858 226, represented by Rémi MAUMON DE LONGEVIALLE in his capacity as President;

Hereinafter referred to as the "**Company**"

ON THE OTHER HAND,

The Shareholder and the Company are hereinafter referred to collectively as "**Parties**" and individually as a "**Party**".

PREAMBLE

- The Shareholder and the Company entered into a share purchase agreement on 31st July 2022 with Fintech Holding Inc, a company incorporated in Delaware (hereinafter, "Fintech") and five limited liability companies incorporated in Luxembourg (Bagual S.à r.l., Grenadier S.à r.l., Pequod S.à r.l., Hapoon S.à r.l. and Expanse S.à r.l., together with Fintech, the "**Sellers**"), in order to acquire from the Sellers an indirect minority stake in Grupo Aeroportuario del Centro Norte, S.A.B. de C.V., a company incorporated in Mexico and listed on the Mexico City Stock Exchange and the NASDAQ Stock Market LLC, which operates 13 airports in Mexico (the "**Project**").

- In this context and in order to finance the Transaction, the Shareholder has agreed to provide the Company with quasi-equity contributions required for the financing of the Project, through loans in the form of a shareholder's current account (the "**Agreement**").

- It is agreed that the financing of the Project will be further provided by a term loan, denominated in Mexican *pesos* and governed by the laws of the State of New York, granted to the Company by third party entities (the "**External Financing**").

NOW, THEREFORE, THE PARTIES AGREED AS FOLLOWS:

Article 1 – Purpose – Shareholder loans

1.1. The Shareholder hereby grants the Company a loan in the form of a shareholder's current account for a maximum amount in principal of **seven hundred thirty-three million euros three hundred and twenty one thousand three hundred and one euro, four cents (€733,321,301.04)** (the "**Loan**"), of which seven million euros two hundred and twenty one thousand three hundred and one euro, four cents €7,221,301.04 corresponding to the € equivalent of MXN 150,250,000.00 of upfront and structuring fees due by the Company to the External Financing lenders and paid by the Shareholder on behalf of the Company on or about the date hereof (the amount of such fees, the "**Payment Instruction Amount**").

1.2. The Agreement shall come into force on the date of its signature and shall end at the latest on March 31, 2033 (the "**Final Maturity Date**").

Article 2 – Drawing of the Loan

2.1. The amount of the Loan shall be made available to the Company in one or several times, upon request of the Company, it being understood that (i) the first drawing will take place on the date of signature of this Agreement and (ii) the Payment Instruction Amount is to be made available by way of direction letter notified by the Company to the Shareholder.

2.2. The Company may request that the amount of the Loan (save for the Payment Instruction Amount) be made available to it in USD, in which case the Shareholder will make available that amount converted into USD at the spot rate of exchange for USD the day preceding the drawing (1 euro = 1.0538 USD being the fixing EUR USD published by the European Central Bank on December 2nd, 2022 with value on December 6th 2022).

2.3. The funds shall be made available by transfer to the bank accounts held by the Company in the books of Société Générale:
- under the IBAN number FR76 3000 3041 7000 0290 6815 648 (Euro account)
- under the IBAN number FR76 3000 3041 7000 0202 1239 986 (USD account)

Article 3 – Repayment of the Loan - Term

3.1. Subject to Article 6, the Company shall repay to the Shareholder, in cash and in euros, the entire outstanding amount of the Loan and any other amounts owed by the Company to the Shareholder under this Agreement on or before the Final Maturity Date, which shall be the last date for repayment.

3.2. The aforementioned repayment by the Company to the Shareholder will be accompanied by a repayment premium in the amount of **four million two hundred and six thousand eight hundred and ninety euros (€4,206,890).**

3.3. All payments owed by the Company to the Shareholder under the Agreement shall be made by bank transfer to an account opened in the Shareholder's name, the bank details of which shall have been notified to the Company before the relevant payment date.

Article 4 – Early repayment

Subject to Article 6, the outstanding amount of the Loan and all amounts owed in interest, late interest, costs, indemnities, repayment premium and accessories shall become immediately payable, without prior notice, on the date of occurrence of any of the following events:

- The Company's failure to comply with any obligation under this Agreement, and which has not been remedied at the end of a period of fifteen (15) days following the date of receipt by the Company of a formal notice sent by the Shareholder, by registered letter with acknowledgement of receipt.

- The opening of insolvency proceedings against the Company, this term being understood to mean, without this list being exhaustive, (i) the cessation of payments by the Company within the meaning of article L. 631-1 of the French Commercial Code or difficulties which the Company would not be able to overcome and which would lead to its cessation of payments within the meaning of article L. 620-1 of the French Commercial Code, (ii) the cessation of activities within the meaning of articles L. 631-3 and L. 640-3 of the French Commercial Code, or (iii) at the Company's initiative or at the initiative of a third party, (a) the voluntary liquidation or dissolution of the Company, (b) the opening of conciliation proceedings against the Company within the meaning of Article L. 611-4 of the French Commercial Code, (c) a request for the appointment of an ad hoc representative as referred to in Article L. 611-3 of the French Commercial Code in respect of the Company, or (d) a decision to open safeguard, accelerated financial safeguard, receivership or judicial liquidation proceedings against the Company.

- The change of control of the Company, understood as the event where the Company would no longer be controlled, within the meaning of Article L. 233-3 of the French Commercial Code, directly or indirectly, by VINCI, a French company in the form of a *Société Anonyme* with a share capital of 1,494,968,325 euros, having its registered office at 1973 Boulevard de la Défense, 92000 Nanterre, France, registered with the Registry of Commerce of Nanterre under number 552 037 806.

Article 5 – Interests

5.1. From January 1st, 2023 (inclusive) and during the term of the Agreement, the outstanding amount of the Loan shall bear interest from day to day at an annual interest rate of eight percent (8 %) (the "**Rate**").

5.2. Accrued interest will be payable in arrears on the last business day (defined as any full day, except Saturday and Sunday, on which credit institutions trade on the interbank market in Paris) of January and July of each year (the **"Interest Payment Date").**

5.3. Interests shall be determined on the basis of successive periods. Such periods shall begin on January 1st, 2023 (inclusive) and end on the first Interest Payment Date (exclusive), with each successive period beginning on the preceding Interest Payment Date (inclusive) and ending on the next Interest Payment Date (exclusive) (the "**Interests Period**").

5.4. For this purpose, at the latest five (5) business days (this term being understood as any full day, except Saturday and Sunday, when credit institutions operate on the interbank market in Paris) before each Interest Payment Date, the Shareholder shall communicate to the Company, in writing, the amount of interests to be paid; the amount thus communicated shall be definitively binding between the Parties, except in the case of an obvious material error.

5.5. The calculation of accrued interests to be paid on each Interest Payment Date shall be made by using the Rate and the amount of the outstanding amount of the Loan from day to day. Such interest shall be determined on the basis of a 360-day year, adjusted to the exact number of days elapsed during the relevant Interests Period.

5.6. Any interest owed under this Article (except Article 5.7) and not yet paid shall be capitalized in accordance with the terms of Article 1343-2 of the French Civil Code.

5.7. In the event of non-payment of any amount owed and payable by the Company under the Loan, additional interest on late payment shall be automatically applied to the amount owed and not paid, excluding interest due under Article 5.6, calculated on the basis of an annual rate equal to 2 %, and for the period during which the amounts in question remain unpaid. Such interest shall be determined on the basis of a 360-day year, adjusted to the exact number of days elapsed between the due date of the amounts in question and their repayment date.

5.8. At the request of the Company and with the prior consent of the Shareholder, the interests may be calculated over a different period than the one provided for in this Agreement, which will necessarily be the case for the broken periods.

5.9. For the purposes of articles L. 314-1 to L. 314-5 and R. 314-1 et seq. of the French *Code de la consommation* and article R. 313-4 et seq. of the French *Code monétaire et financier*, the Company and the Shareholder acknowledge that the effective global rate (*taux effectif global*) of the Loan is equal to 8.3 per cent. per annum and the period rate (*taux de période*) for a 6-month period is equal to 4.1 per cent., each calculated by the Shareholder on the date of this Agreement, based on assumptions (as detailed below). These rates will not bind the Shareholder in the future.

The assumptions taken into account for the calculation of the above indicate rates are as follows:

- the interest rate is equal to eight percent (8 %) per annum and will be maintained at its original level throughout the term of the Loan;
- the interest period has a duration of 6 months;
- no fees, costs and expenses (other than the repayment premium) are payable by the Company under this Agreement; and
- the Loan will be repaid in accordance with its terms.

The Company represents that it has obtained all necessary estimates to determine the total cost of the Loan granted and that it has obtained all necessary information from the Shareholder for this purpose.

Article 6 – Subordination and Pledge Agreement

6.1. Notwithstanding any contrary provision, and on the condition that such commitment is made by the Company and/or the Shareholder under the External Financing, any amounts owed by the Company under the External Financing shall be paid in priority and anteriority to any amounts owed by the Company under the Loan.

6.2. To the extent that such commitment is made by the Company and/or the Shareholder under the External Financing, the receivables owed by the Company to the Shareholder under this Agreement shall, if applicable, be pledged or assigned (in whatever form) to the entities providing the External Financing.

Article 7 – Voluntary early repayment

7.1. Subject to Article 6, the Company shall have the right at any time, on one or more occasions and without penalty, to make early repayment of the Loan, under the condition that it has given irrevocable notice of at least five (5) business days to the Shareholder and that the Company pays to the Shareholder the interest *pro rata temporis* on the principal amount thus repaid.

7.2. The notification by the Company to the Shareholder of a voluntary early repayment is irrevocable and shall bind the Company to make such early repayment on the specified date, increased by the related interest.

Article 8 – Miscellaneous

8.1. All payments to be made by the Company to a Shareholder under this Agreement shall be made without taking into account any compensation, which the Company is otherwise prohibited from making, except with the written consent of the Shareholder.

8.2. All duties, taxes, present or future, of any nature whatsoever, relating to the Advance or resulting therefrom shall be assumed by the Company and, consequently, paid by the Company or reimbursed to the Shareholder in case of payment by the latter.

8.3. In the event that, after the signing of the Agreement, a change in the laws or regulations applicable to the Shareholder occurs, resulting in a tax, duty or other charge affecting the granting of the Loan and increasing the cost to the Shareholder of the Loan or reducing the Shareholder's pretax proceeds, the Shareholder shall notify the Company as soon as possible, indicating the additional cost or reduction in remuneration that it believes should result from such circumstances. The additional cost or the reduction of remuneration thus notified shall be considered as definitively established. As soon as the Shareholder has notified the Company of the assessment of the additional cost or the reduction of remuneration under the conditions referred to above, the Company shall have, at its option, the right:

- to repay in anticipation to the Shareholder, without penalty, the whole of the Loan (including the interest accrued up to the date of effective repayment, without having to bear the additional cost or the reduction of remuneration for the Shareholder); or
- to negotiate with the Shareholder the terms of a solution to compensate for this cost increase or reduction in remuneration.

In the event of failure to agree on such a solution within thirty (30) days following the date of the aforementioned notification, the Company shall bear entirely the additional cost or the reduction in remuneration duly justified to it by the Shareholder, with effect from the date of the notification.

8.4. If a due date or payment date under the Agreement does not fall on a business day, such due date or payment date shall automatically be extended to the next business day, unless such extension results in a change to a different calendar month, in which case the maturity or payment shall occur on the preceding business day.

8.5. A Shareholder shall not be considered to have waived any right under this Agreement by reason only that it refrains from exercising such right or exercises it late or partially. The rights and remedies set forth herein are cumulative and not exclusive of any rights or remedies provided by law.

8.6. This Agreement and the rights and obligations of the Company thereunder shall not be assignable by the Company without the written consent of the Shareholder.

8.7. For the purposes of this Agreement, the Parties hereby elect domicile at their respective addresses as indicated above.

8.8. If at any time any provision of this Agreement is or becomes invalid, the validity of the remaining provisions of this Agreement shall not be affected.

8.9. This Agreement can be signed in any number of copies or by separate signature pages.

Article 9 – Applicable law – Jurisdiction

This Agreement shall be governed by and shall be interpreted in accordance with the laws of France.

Any dispute that an amicable solution cannot resolve shall be exclusively subject to the jurisdiction of the Commercial Court of Nanterre.

Nanterre, December 6, 2022,

VINCI Airports
Represented by

/s/ Nicolas NOTEBAERT

Nicolas NOTEBAERT
President

CONCESSOC 31
Represented by

/s/ Rémi MAUMON DE LONGEVIALLE

Rémi MAUMON DE LONGEVIALLE
President

EXHIBIT 14

EXECUTION VERSION

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, dated as of December 7, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), is entered between Concessoc 31 S.A.S. (*société anonyme simplifiée*), a special purpose vehicle organized and existing under the laws of France ("Concessoc") and Vinci Airports S.A.S., a *société par actions simplifiée* organized and existing under the laws of France (the "Sponsor"), and Scotiabank Inverlat S.A., Institución de Banca Múltiple Grupo Financiero Scotiabank Inverlat, as administrative agent (the "Administrative Agent") under the Credit Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Concessoc, the DSRF Borrowers from time to time party thereto, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, the Administrative Agent and Aether Financial Services SAS, as the TEG calculation agent are parties to that certain Credit and Guaranty Agreement, dated as of December 7, 2022 (such agreement, as amended, restated, amended and restated supplemented or otherwise modified from time to time, being hereinafter referred to as the "Credit Agreement"), pursuant to which, among other things, the Lenders have agreed to make loans (the "Loans") to Concessoc;

WHEREAS, the Sponsor has made or may make certain loans or advances from time to time to Concessoc; and

WHEREAS, the Sponsor has agreed to the subordination of such indebtedness of Concessoc to the Sponsor, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Lenders to make and maintain the Loans pursuant to the Credit Agreement, the Sponsor and Concessoc hereby agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Administrative Agent" has the meaning set forth in the preamble hereto.

"Agreement" has the meaning set forth in the preamble hereto.

"Credit Agreement" has the meaning set forth in the recitals hereto.

"Creditors" means the Administrative Agent and the Lenders, and includes in each case, their respective successors and assigns.

"Proceeding" has the meaning set forth in Section 3 hereto.

"Senior Debt" means the Obligations (as defined in the Credit Agreement).

"Sponsor" has the meaning set forth in the preamble hereto.

"Subordinated Debt" means all indebtedness, liabilities and other obligations of Concessoc owing to the Sponsor in respect of any and all loans or advances made by the Sponsor to Concessoc or other Debt owed by Concessoc to the Sponsor, whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined, including all fees and all other amounts payable by Concessoc to the Sponsor thereunder or in connection therewith.

"Subordinated Debt Payment" means any direct or indirect payment, reduction or discharge of Subordinated Debt, whether effected by any payment or distribution by or on behalf of Concessoc, directly or indirectly, of any assets or property of Concessoc of any kind or character, whether in cash, property, or securities, including on account of the purchase, redemption, or other acquisition of any of the Subordinated Debt, as a result of any collection, sale, or other disposition of collateral, or by setoff, exchange, or in any other manner, for or on account of the Subordinated Debt.

(c) Interpretation. Section 1.02 of the Credit Agreement is incorporated herein by reference as if fully set forth herein.

SECTION 2 Subordination to Payment of Senior Debt. Subject to Section 4, the Sponsor covenants and agrees and Concessoc covenants and agrees, that, to the extent and in the manner hereinafter set forth in this Agreement, the Subordinated Debt is hereby expressly made subordinate and subject in right of payment and exercise of remedies to the prior payment in full in cash of all the Senior Debt. Until all the Senior Debt is paid in full in cash, Concessoc shall not make any payment, and the Sponsor shall not accept any payment from Concessoc in respect of or on account of Subordinated Debt, except for any payments permitted in accordance with Section 4, and no default or event of default under the Subordinated Debt or any other agreement or instrument related thereto shall be deemed to have occurred and be continuing as a result of the compliance by Concessoc and the Sponsor with the terms and conditions hereof, notwithstanding anything to the contrary in the documentation evidencing the Subordinated Debt. Each Creditor shall be deemed to have acquired the Senior Debt in reliance upon the provisions contained in this Agreement. The Sponsor waives notice of acceptance of this Agreement by the Creditors, and the Sponsor waives notice of and consent to the making, amount and terms of the Senior Debt which may exist or be created from time to time and any renewal, extension, amendment or modification thereof, and any other lawful action which any Creditor in its sole and absolute discretion may take or omit to take with respect thereto. The provisions of this Section 2 shall constitute a continuing offer made for the benefit of and to all the Creditors, and each Creditor is hereby irrevocably authorized to enforce such provisions.

No right of any Creditor to enforce subordination as herein provided shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of Concessoc or the Sponsor or by any act or failure to act by any Creditor (other than an express waiver of rights issued in writing by the Creditors), or by any non-compliance by Concessoc or the Sponsor with the terms, provisions and covenants of the documentation evidencing the Subordinated Debt, regardless of any knowledge thereof any such Creditor may have or be otherwise charged with.

SECTION 3 Subordination Upon Any Distribution of Assets of Concessoc.

(a) In the event of (x) any insolvency or bankruptcy case or proceeding, or any receivership, liquidation, reorganization or other similar case or proceeding (which shall be deemed to include, as applicable, proceedings under Debtor Relief Law) in connection therewith, relative to Concessoc or to its Property, (y) any liquidation, dissolution or other winding up of Concessoc, whether voluntary or involuntary and whether or not involving insolvency or bankruptcy or (z) any assignment by Concessoc for the benefit of creditors or any other marshaling of assets and liabilities of Concessoc (each a "Proceeding"), then and in any such event, to the extent permitted under Applicable Law:

(i) all amounts owing on account of the Senior Debt shall first be paid in full before any Subordinated Debt Payment is made;

(ii) to the extent permitted by Applicable Law, any Subordinated Debt Payment to which the Sponsor would be entitled except for the provisions hereof, shall be paid or delivered by the trustee in bankruptcy, receiver, assignee for the benefit of creditors, or other liquidating agent making such payment or distribution directly to the Administrative Agent (or its designee) for the benefit of the Creditors for application to the payment of the Senior Debt then outstanding, after giving effect to any concurrent payment or distribution or provision therefor to the Creditors in respect of such Senior Debt; and

(iii) in the event that, notwithstanding the foregoing provisions of this Section 3, the Sponsor shall have received any such Subordinated Debt Payment (other than any payments permitted in accordance with Section 4) before all of the Senior Debt is paid in full in cash, then and in such event such Subordinated Debt Payment shall be received and held in trust by the Sponsor for the Creditors and shall be paid over or delivered forthwith to the Administrative Agent (or its designee) by the Sponsor for the benefit of the Creditors for application to the payment of the Senior Debt then outstanding, after giving effect to any concurrent payment or distribution or provision therefor to the Creditors in respect of such Senior Debt.

(b) If the Sponsor does not file a proper claim or proof of debt or other document or amendment thereof in the form required in any Proceeding prior to fifteen (15) days before the expiration of the time to file such claim or proof or other document or amendment thereof, then the Administrative Agent (on behalf of itself and each other Creditor) has the right (but not the obligation) in such Proceeding, and is hereby irrevocably appointed the lawful attorney-in-fact of the Sponsor for the purpose of enabling the Administrative Agent on behalf of itself and the other Creditors, (i) to demand, sue for, collect, receive and give receipt for the payments and distributions in respect of Subordinated Debt which are made in such Proceeding and which are required to be paid or delivered to the Creditors as provided in this Agreement and (ii) to file and prove all claims therefor and to execute and deliver all documents in such Proceeding in the name of the Sponsor or otherwise in respect of such claims, as the Administrative Agent may reasonably determine to be necessary or appropriate for the enforcement of the provisions of this Agreement and for the preservation or realization of the benefits of such provisions.

SECTION 4 Payments on Subordinated Debt; Distribution Accounts.

(a) Permitted Payments. To the extent expressly permitted by the Credit Agreement, Concessoc may make, and the Sponsor shall be entitled to accept and receive, payments (to the extent permitted by the terms of the Credit Agreement) on account of the Subordinated Debt.

(b) Payment by Equity Conversion. Notwithstanding anything to the contrary herein, Concessoc may at any time repay all or any portion of any Subordinated Debt by way of a cashless conversion into Equity Interests.

(c) Distribution Accounts. Notwithstanding anything to the contrary included herein or in any Loan Document, any amounts on deposit on the Distribution Accounts shall (i) be free and clear of any Lien created by the Loan Documents and (ii) be available for Concessoc to make repayments to the Sponsor on account of the Subordinated Debt.

SECTION 5 Subordination of Remedies. As long as any Senior Debt shall have not been paid in full, the Sponsor shall not:

(a) accelerate, make demand, or otherwise make due and payable prior to the original due date thereof any Subordinated Debt or bring suit or institute any other actions or proceedings to enforce its rights or interests in respect of the obligations of Concessoc owing to the Sponsor;

(b) amend, supplement, waive, or otherwise modify in any respect any provision of the documentation evidencing the Subordinated Debt in a manner adverse to the Creditors, except with the written consent of the Administrative Agent; provided that the Sponsor shall give reasonable prior written notice to the Administrative Agent of any changes to the documentation evidencing the Subordinated Debt (including any proposed waiver of any provision thereof); the Sponsor shall deliver to the Administrative Agent copies of any documentation evidencing the Subordinated Debt and all modifications, amendments, extensions, consolidations, restatements, alterations, changes or revisions to such documents (including, without limitation, any side letters, waivers or consents entered into, executed or delivered by the Sponsor), as authorized pursuant to this Agreement, within a reasonable time after any such applicable instruments have been executed by the Sponsor;

(c) exercise any rights under or with respect to guaranties of the Subordinated Debt, if any;

(d) exercise any rights to set-offs and counterclaims in respect of any indebtedness, liabilities, or obligations of Concessoc to the Sponsor against any of the Subordinated Debt, except for ordinary course adjustments between Concessoc and the Sponsor; or

(e) commence, or cause to be commenced, or join with any creditor other than the Creditors in commencing, any Proceeding against Concessoc.

SECTION 6 Payment Over to Administrative Agent. In the event that, notwithstanding the provisions of Sections 3, 4, and 5 hereto, any Subordinated Debt Payments shall be received in contravention of such Sections 3, 4, and 5 hereto by the Sponsor before the date on which all Senior Debt is paid in full, each Subordinated Debt Payment shall be held by the Sponsor in trust for the benefit of the Administrative Agent and the Lenders and shall be paid over or delivered to the Administrative Agent (or its designee) for the benefit of the Administrative Agent and the Lenders for application to the payment of the Senior Debt remaining unpaid to the extent necessary to give effect to such Sections 3, 4, and 5 hereto, after giving effect to any concurrent payments or distributions to the Administrative Agent and the Lenders in respect of the Senior Debt.

SECTION 7 Actions by the Sponsor. If, while any Subordinated Debt is outstanding, any Proceeding shall occur and be continuing with respect to Concessoc or its Property, the Sponsor shall, to the extent permitted by Applicable Law, promptly take such action to collect the Subordinated Debt for the account of the Creditors and to file appropriate claims or proofs of claim in respect of the Subordinated Debt.

SECTION 8 Certain Representations and Warranties and Agreements of the Sponsor.

(a) Representations and Warranties. The Sponsor represents and warrants to the Creditors that:

(i) The Sponsor is duly incorporated, validly existing and in good standing (if such legal concept is relevant) under the laws of the jurisdiction of its organization and has all requisite organizational power and authority to carry on its business as now conducted and to execute, deliver and perform its obligations under this Agreement.

(ii) The execution, delivery and performance by the Sponsor of this Agreement has been duly authorized by all necessary organizational action on the part of the Sponsor, and requires no approvals, authorizations or consents from any Person other than such approvals, authorizations and consents as have been obtained and are in full force and effect and all conditions, if any, of any such consents have been complied with.

(iii) There are no actions or proceedings pending or, to the actual knowledge of any officers of the Sponsor, threatened against it before any Governmental Authority which question the validity or enforceability of this Agreement.

(iv) This Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligations of the Sponsor, enforceable against the Sponsor in accordance with its terms, assuming that this Agreement has been duly authorized, executed and delivered by the other parties hereto, except as the same may be limited by Debtor Relief Laws.

(v) The execution, delivery and performance of this Agreement by the Sponsor does not violate or conflict with any Applicable Law with respect to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any material contractual restriction binding on or affecting it or any of its assets.

(vi) The Sponsor is the legal and beneficial owner of the entire Subordinated Debt free and clear of any Lien, security interest, option or other charge or encumbrance, other than any lien or security interest specifically authorized and allowed by this Agreement.

(b) No Interference; Limits on Exercise of Remedies. The Sponsor acknowledges that Concessoc has granted to the Collateral Agent for the benefit of the Secured Creditors a Lien on the Collateral of Concessoc and agrees not to interfere with or in any manner oppose a disposition of any such Collateral by the Collateral Agent, the Administrative Agent and the Lenders in accordance with Applicable Law and the terms of the applicable Loan Documents. In addition, the Sponsor shall not take any action to (i) collect or demand payment of any of the Subordinated Debt (other than in connection with any payments permitted in accordance with Section 4), (ii) initiate any Proceeding, provided that the Sponsor may join any Proceeding, (iii) exercise remedies under the documentation evidencing the Subordinated Debt or (iv) exercise any of its other rights or remedies against Concessoc under the documentation evidencing the Subordinated Debt or otherwise, during any period that any portion of the Senior Debt remains outstanding.

(c) Reliance by the Administrative Agent and the Lenders. The Sponsor acknowledges and agrees that the Creditors will have relied upon and will continue to rely upon the subordination provisions provided for herein and the other provisions hereof in entering into the Loan Documents and making the Loans thereunder.

(d) Waivers. The Sponsor hereby waives (to the extent permitted by Applicable Law) any and all notice of the incurrence of the Senior Debt or any part thereof and any right to require marshaling of assets.

(e) Obligations of the Sponsor Not Affected. The Sponsor hereby agrees that, subject to the terms and conditions of the Loan Documents, at any time and from time to time, without notice to or the consent of the Sponsor, without incurring responsibility to the Sponsor, and without impairing or releasing the subordination provided for herein: (i) the time for Concessoc's performance of or compliance with any of its agreements contained in the Loan Documents may be extended or such performance or compliance may be waived in accordance with the Loan

Documents; (ii) the agreements of Concessoc with respect to the Loan Documents may from time to time be modified in accordance with the Loan Documents for the purpose of adding any requirements thereto or changing in any manner the rights and obligations of Concessoc thereunder (in each case, other than retroactively prohibiting Subordinated Debt Payments previously permitted to be made pursuant to Section 4 of this Agreement or any other Loan Document and actually made prior to any such prohibition becoming effective); (iii) the manner, place, or terms for payment of Senior Debt or any portion thereof may be altered or the terms for payment extended, or the Senior Debt may be renewed in whole or in part; (iv) the maturity of the Senior Debt may be accelerated in accordance with the terms of any present or future agreement by Concessoc and the Creditors; (v) any Collateral may be sold, exchanged, released, or substituted and any Lien in favor of the Collateral Agent may be terminated, subordinated, or fail to be perfected or become unperfected; (vi) any Person liable in any manner for Senior Debt may be discharged, released, or substituted; and (vii) all other rights against Concessoc, any other Person, or with respect to any Collateral may be exercised (or the Collateral Agent, the Creditors may waive or refrain from exercising such rights).

(f) Acquisition of Liens or Guaranties. The Sponsor shall not (i) take or accept, or receive the benefit of, any collateral or other security (whether tangible or intangible) to secure the obligations of Concessoc in connection with the Subordinated Debt, or (ii) accept from any third party for the benefit of the Sponsor any Guaranty, insurance, indemnity or other similar or economically comparable agreement or credit enhancement with respect to any obligation of Concessoc in connection with the Subordinated Debt. If, notwithstanding the foregoing, the Sponsor has or acquires any right or interest in or to any Collateral, until released, discharged and terminated, such right or interest shall be subordinate and subject to the right or interest of the Creditors arising from or out of the Senior Debt, regardless of the order or time as of which any Liens attach to any Collateral, the order or time of UCC filings or any other filings or recordings, the order or time of granting of any such Liens, or the physical possession of any Collateral, until the Senior Debt is paid in full. The Sponsor and Concessoc agree that they will not, and waive their right to, contest or challenge (or support any other Person in contesting or challenging) (i) the validity, perfection, priority or enforceability of the Senior Debt, the Loan Documents or any Liens of the Collateral Agent and the Creditors in the Collateral securing or purporting to secure the Senior Debt or (ii) the validity or enforceability of the subordination provisions contained in this Agreement. Concessoc or the Sponsor shall not take any action contrary to the Administrative Agent's or Lenders' priority position created by this Agreement.

(g) Undertaking as Shareholder. The Sponsor, as holder of all Equity Interests in Concessoc, agrees to take such actions, as stockholder of Concessoc, as may be necessary or advisable so that Concessoc will not make any Subordinated Debt Payment if the making of such Subordinated Debt Payment is prohibited or otherwise inconsistent with any provision of the Credit Agreement or this Agreement.

(h) Transfers. The Sponsor agrees that it will either continue to own of record and beneficially such number of Equity Interests in Concessoc as may be necessary under Applicable Law and the organizational documents of Concessoc, as in effect from time to time, to enable the Sponsor to comply with, and cause Concessoc to comply with, the terms of this Agreement and the Credit Agreement. So long as any portion of the Senior Debt remains outstanding, the Sponsor

covenants and agrees that it shall not sell, assign, pledge, dispose of or otherwise transfer all or any portion of the Subordinated Debt without the prior written consent of the Administrative Agent. Upon transfer or assignment of any Subordinated Debt, with prior written consent of the Administrative Agent, the transferee shall agree in writing, contemporaneously therewith, to become a party to this Agreement on the terms set forth herein. Notwithstanding the failure of any transferee to agree in writing to become a party to this Agreement on the terms set forth herein, the subordination effected hereby shall survive any sale, assignment, pledge, disposition or other transfer of all or any portion of the Subordinated Debt, and the terms of this Agreement shall be binding upon the successors and assigns of the Subordinated Creditor.

(i) Power of Attorney. The Sponsor hereby irrevocably authorizes, empowers and appoints the Administrative Agent as its agent and attorney-in-fact, with full power of substitution, for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instruments which such attorney-in-fact may deem necessary or advisable to accomplish the purposes hereof, including, without limitation, (i) executing, verifying, delivering and filing proofs of claim in respect of the Subordinated Debt upon the failure of the Sponsor promptly to do so prior to fifteen (15) days before the expiration of the time to file any such proof of claim, (ii) voting such claim in any such Proceeding upon the failure of the Sponsor to do so prior to ten (10) days before the expiration of the time to vote any such claim (provided that the Administrative Agent shall have no obligation to execute, verify, deliver, file and/or vote any such proof of claim), and (iii) signing and delivering such documents, endorsements and instruments and taking all such other actions in the name of the Sponsor as the Administrative Agent may deem necessary or advisable to terminate the obligations of Concessoc under the loan documentation evidencing the Subordinated Debt in accordance with the terms of this Agreement. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Senior Debt has been fully paid in cash. The power of attorney conferred on the Administrative Agent pursuant to the provisions of this Section 8(i) is provided solely to protect the interests of each Creditor and shall not impose any duty or obligation on the Administrative Agent to exercise any such power, and the Administrative Agent shall not be liable to the Sponsor for any act, omission, error in judgment or mistake of law.

(j) Further Assurances. The Sponsor agrees to promptly execute and deliver such further documents and do such other acts and things as the Administrative Agent may reasonably request from time to time in order to more fully effect the purposes of this Agreement. All of the rights, protections, immunities and indemnities granted to the Administrative Agent under the Loan Documents shall apply to this Agreement *mutatis mutandi,* shall be deemed incorporated by reference into this Agreement and shall be enjoyed by the Administrative Agent, as if such rights, protections, immunities and indemnities were fully set forth herein.

SECTION 9 Payments Over to the Sponsor. If any payment or distribution to which the Sponsor would otherwise have been entitled but for the provisions of Section 3, 4, or 5 hereto shall have been applied pursuant to the provisions of Section 3, 4, or 5 hereto to the payment of all amounts payable under the Senior Debt, the Sponsor shall, subject to rights of other creditors of Concessoc and Applicable Law, be entitled to receive from the Creditors any payments or distributions received by the Creditors in excess of the amount sufficient to cause the Senior Debt to be paid in full. If any such excess payment is made to the Creditors, the applicable Creditors shall promptly remit such excess payment to the Sponsor and until so remitted shall hold such excess payment for the benefit of the Sponsor.

SECTION 10 Continuing Agreement; Reinstatement.

(a) Continuing Agreement. This Agreement is a continuing agreement of subordination and shall continue in effect and be binding upon Concessoc and the Sponsor until the date on which the Senior Debt has been paid in full. The subordinations, agreements, and priorities set forth herein shall remain in full force and effect regardless of whether any party hereto in the future seeks to rescind, amend, terminate, or reform, by litigation or otherwise, its respective agreements with Concessoc or the Sponsor.

(b) Reinstatement. This Agreement shall continue to be effective or shall be reinstated, as the case may be, if, for any reason, any payment of the Senior Debt by or on behalf of Concessoc shall be rescinded or must otherwise be returned by any Creditor for any reason, all as though such payment had not been made.

(c) Obligations Unconditional. All rights and interests of the Creditors hereunder, and all agreements and obligations of Concessoc and the Sponsor hereunder, shall remain in full force and effect irrespective of: (i) any lack of validity or enforceability of any Loan Document or any other agreement or instrument relating thereto or otherwise evidencing Senior Debt, (ii) any change in the time, manner or place of payment of, or in any other term in respect of, all or any of the Senior Debt, or any other amendment or waiver of or any consent to departure from any Loan Document or any other agreement or instrument relating thereto or otherwise evidencing Senior Debt, (iii) any exchange or release of, or non-perfection of any Lien on or security interest in, any collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Senior Debt, (iv) any failure of any Creditor to assert any claim or to enforce any right or remedy against any other Person, (v) any reduction, limitation, impairment or termination of the Senior Debt for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to (and the Sponsor hereby waives any right to or claim of) any defense (other than the defense of indefeasible payment in full in cash of the Senior Debt) or setoff, counterclaim, recoupment or termination whatsoever by reason of invalidity, illegality, non-genuineness, irregularity, compromise, unenforceability of, or any other event or occurrence affecting, any Senior Debt, or (vi) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Concessoc or any other Person in respect of any of the Senior Debt or in respect of this Agreement, except, the Senior Debt having been indefeasibly paid in full in cash.

(d) Waivers.

(i) Each of Concessoc and the Sponsor hereby waives, to the extent permitted by Applicable Law: (1) promptness and diligence, (2) notice of acceptance and notice of the incurrence of any Senior Debt by Concessoc, (3) notice of any actions taken by any Creditor or Concessoc under any Loan Document or any other agreement or instrument relating thereto, (4) all other notices, demands and protests, and all other formalities of every kind in connection with the enforcement of the Senior Debt or of the obligations of Concessoc or the Sponsor hereunder, the omission of or delay in which, but for the provisions of this Section 10(d), might constitute grounds for relieving Concessoc or the Sponsor of its obligations hereunder and (5) any requirement that any Creditor protect, secure, perfect or insure any security interest or other lien or any property subject thereto or exhaust any right to take any action against Concessoc or any other Person or any collateral.

(ii) The Sponsor acknowledges and agrees that the Creditors may, without notice or demand and without affecting or impairing the Sponsor's obligations hereunder, from time to time: (1) renew, compromise, extend, increase, accelerate or otherwise change the time for payment of, or otherwise change the terms of the Senior Debt or any part thereof, including to increase or decrease the rate of interest thereon or the principal amount thereof, (2) take or hold security for the payment of the Senior Debt and exchange, enforce, foreclose upon, waive and release any such security, (3) apply such security and direct the order or manner of sale thereof as the Creditors may determine pursuant to the Credit Agreement, (4) release and substitute one or more endorsers, warrantors, borrower or other obligor, and (5) exercise or refrain from exercising any rights against the Sponsor or any other Person.

SECTION 11 Miscellaneous.

(a) Notices. All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier or email, or delivered in accordance with the notice provisions contained in the Credit Agreement.

(b) Survival. All covenants, agreements, representations and warranties made in this Agreement shall, except to the extent otherwise provided herein, survive the execution and delivery of this Agreement, and shall continue in full force and effect so long as any Senior Debt shall not have been paid in full. The obligations of the Creditors under Section 9 shall survive the termination of this Agreement.

(c) Benefits of Agreement. This Agreement is entered into for the sole protection and benefit of the parties hereto, their respective successors and permitted assigns and any third-party beneficiary as set forth in Section 11(e), and no other Person shall be a direct or indirect beneficiary of, or shall have any direct or indirect cause of action or claim in connection with, this Agreement.

(d) Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Sponsor and Concessoc and their respective successors and permitted assigns, except that none of Sponsor or Concessoc may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent, and any attempt to do so being null and void *ab initio*.

(e) Third-Party Beneficiary. The parties hereto hereby agree that the Lenders shall have the rights of a third-party beneficiary under this Agreement and may enforce the agreements herein made for their benefit as if such Persons were parties thereto.

(f) GOVERNING LAW; CONSENT TO JURISDICTION; SERVICE OF PROCESS AND VENUE; WAIVER OF JURY TRIAL, ETC.

(i) Governing Law. THIS AGREEMENT, THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (NOT INCLUDING SUCH STATE'S CONFLICT OF LAWS PROVISIONS OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

(ii) Jurisdiction. Each of the parties hereto irrevocably and unconditionally agrees and accepts that any suit, action or proceeding against such party with respect to this Agreement or any judgment against such party entered by any court in respect thereof may be brought in the courts of the State of New York in the Borough of Manhattan, and the United States District Court for the Southern District of New York, and appellate courts from any thereof, and each of the parties hereto hereby expressly and irrevocably submits to the exclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment and expressly and irrevocably waives its right to any other jurisdiction that may apply or to which it may be entitled by virtue of its present or future domicile or place of residence or by any other reason.

(iii) Service of Process. Each of the Sponsor and Concessoc hereby irrevocably designates and appoints (i) Cogency Global Inc. (the "Process Agent"), with an office on the Closing Date at 122 East 42nd Street, 18th Floor, New York, New York 10168, United States of America as its agent and true and lawful attorney-in-fact in its name, place and stead to accept on its behalf service of copies of the summons and complaint and any other process that may be served in any such suit, action or proceeding brought in any court referred to in clause (ii), and (ii) as its conventional address the address of the Process Agent referred above or any other address notified in writing in the future by the Process Agent to each of the Sponsor and Concessoc, to receive on its behalf service of all process in any proceedings brought pursuant to this Agreement in any court, such service being hereby acknowledged by each of the Sponsor and Concessoc to be effective and binding service in every respect, and agrees that the failure of the Process Agent to give any notice of any such service of process to it shall not impair or affect the validity of such service or, to the extent permitted by Applicable Law, the enforcement of any judgment based thereon. Each of the Sponsor and Concesoc shall maintain such appointment until the satisfaction in full of all Senior Debt, except that if for any reason the Process Agent appointed hereby ceases to be able to act as such, then each of the Sponsor and Concessoc shall, by an instrument reasonably satisfactory to the Administrative Agent, appoint another Person in the Borough of Manhattan as such Process Agent subject to the approval of the Administrative Agent. Each of the Sponsor and Concessoc covenants and agrees that it shall take any and all reasonable action, including the execution and filing of any and all documents that may be necessary to continue the designation of the Process Agent pursuant to this paragraph in full force and effect and to cause the Process Agent to act as such. Each of the Sponsor and Concessoc (i) consents to the service of process in any suit, action or proceeding in the manner provided for notices in Section 11(a) and (ii) agrees that nothing herein shall in any way be deemed to limit the ability of any Person to serve any process or summons in any manner permitted by Applicable Law.

(iv) Venue. Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of the venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any court referred to in clause (ii) of this Section 11(f) and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(v) Waiver of Jury Trial. EACH OF THE PARTIES HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM, ACTION, LITIGATION, SUIT OR PROCEEDING BASED UPON, ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE). EACH OF THE PARTIES HERETO AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED IN A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION 11(F)(V) AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING THAT SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT. THE AGREEMENT OF EACH PARTY HERETO TO THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE OTHER PARTIES HERETO TO ENTER INTO THIS AGREEMENT.

(g) Entire Agreement. This Agreement constitutes the entire agreement of Concessoc and the Sponsor with respect to the subject matter hereof and supersede all prior or contemporaneous agreements and understandings of Concessoc and the Sponsor, verbal or written, relating to the subject matter hereof.

(h) Amendments and Waivers. No amendment or waiver of any provision of this Agreement and no consent to any departure by Concessoc or the Sponsor therefrom shall in any event be effective unless the same shall be in writing and signed by each of the Sponsor, Concessoc and the Administrative Agent (upon the instruction of the Creditors). Any such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose for which given.

(i) Conflicts. In case of any conflict or inconsistency between any terms of this Agreement, on the one hand, and any documents or instruments in respect of the Subordinated Debt, on the other hand, then the terms of this Agreement shall control. In case of any conflict or inconsistency between any terms of this Agreement, on the one hand, and any of the terms and provisions of the Credit Agreement, on the other, then the terms and provisions of the Credit Agreement shall control.

(j) Severability. Any provision of this Agreement which is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(k) Counterparts; Telecopy Execution. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by Applicable Law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement. Each of the parties hereto represents and warrants to the other parties hereto that it has the corporate or other organizational capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in that party's constitutive documents.

(l) Termination of Agreement. Upon the date on which the Senior Debt is paid in full, this Agreement shall automatically terminate.

(m) Specific Performance. The Creditors are hereby authorized to demand specific performance of this Agreement at any time when the Sponsor shall have failed to comply with any of the provisions of this Agreement. The Sponsor hereby irrevocably waives any defense (other than the defense of indefeasible payment in full in cash of the Senior Debt) based on the adequacy of a remedy at law which might be asserted as a bar to such remedy of specific performance.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by their duly authorized officers, all as of the day and year first written above.

CONCESSOC 31 S.A.S.

By: /s/ Rémi Maumon de Longevialle
Name: Rémi Maumon de Longevialle
Title: President

VINCI AIRPORTS S.A.S., as the Sponsor

By: /s/ Nicolas Notebaert
Name: Nicolas Notebaert
Title: President

SCOTIABANK INVERLAT S.A.,
INSTITUCIÓN DE BANCA MÚLTIPLE
GRUPO FINANCIERO SCOTIABANK
INVERLAT, as Administrative Agent

By: /s/ José Jorge Rivero Méndez
Name: José Jorge Rivero Méndez
Title: Attorney in Fact

By: /s/ Luis Michel Lugo Piña
Name: Luis Michel Lugo Piña
Title: Attorney in Fact

Exhibit 15

PROMISSORY NOTE
(*Billet à ordre*)
(the "Note")

USD 347,772,546.03

Made on 7 December 2022,
with effective date as of 7 December 2022

FOR VALUE RECEIVED, and in consideration for the USD 347,772,546.03 deposit made available to it by **Concessoc 31 SAS** (a simplified joint-stock company (*société par actions simplifiée*) incorporated and existing under the laws of France, having its registered office at 1973 boulevard de la Défense, 92000 Nanterre, France, registered with the French Trade and Companies Register of Nanterre under number 918 858 226 R.C.S. Nanterre) (the "**Holder**") as at the date hereof, **Aerodrome Infrastructure S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) registered with the Luxembourg Commercial and Companies Register (*Registre de Commerce et des Sociétés de Luxembourg*) under number B251461, and with registered office at 9, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg (the "**Company**"), hereby unconditionally promises to pay, under the conditions set forth herein, a total amount of USD 347,772,546.03 (the "**Debt**").

1. As of the date hereof, the outstanding amount of the Note shall bear interest from day to day at an annual interest rate of eight percent (8 %).

2. All sums payable by the Company under this Note shall be free and clear and (except to the extent required by law) without any deduction or withholding for or on account of any tax or other amount.

3. The Debt is payable in whole or in part; (A) by wire transfer to the bank account which will be indicated by the Holder and/or (B) by way of set-off (*compensation*) against an undisputed, liquid, due and payable claim (*créance liquide, certaine et exigible*) held by the Company against the Holder.

4. Any amount outstanding under the Note is to be repaid at the earliest of (i) 10 years as of the date hereof, or (ii) to the extent any portion of such outstanding amount is to be repaid by way of set-off with a receivable held against the Holder, and in respect of such portion only, as of the acquisition of 100% of the share capital of the Company by the Holder or (iii) upon reception by the Holder of a written prepayment notice from the Company.

4. This Note is transferable by the Holder in accordance with the laws of the Grand Duchy of Luxembourg, and in particular the law of 15 December 1962, as amended, on bills of exchange and promissory notes.

5. All notices and other communications under this Note shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered personally to the party to whom notice is to be given, or (ii) on the third day after delivery to an internationally recognized courier service, if properly addressed, to the parties as follows:

Aerodrome Infrastructure S.à r.l.
9, rue de Bitbourg
L-1273 Luxembourg

6. No delay or omission on the part of the Holder in exercising any right under this Note shall operate as a waiver of such right or of any other right of the Holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion.

7. If any date that may at any time be specified in this Note as a date for the making of any payment hereunder shall fall on a Saturday, Sunday or on a day on which commercial banks in Luxembourg are authorized or required by law to close (a "**Legal Holiday**"), then the date for the making of such payment shall be the next subsequent day which is not a Legal Holiday.

8. This Note shall be governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg, and in particular the law of 15 December 1962, as amended, on bills of exchange and promissory notes.

9. All disputes arising out of this Note shall be submitted to the courts of Luxembourg-City, Grand Duchy of Luxembourg.

IN WITNESS WHEREOF, the Company has executed this Note as of the day and date first set forth above.

/s/ Rémi Maumon de Longevialle
By: Aerodrome Infrastructure S.à r.l.
By:
Title: Manager and authorised signatory

ENDORSED in favor of CONCESSOC 31 SAS with effect on 7 December 2022

/s/ Kent Svensson
By: Aerodrome Infrastructure S.à r.l.
By:
Title: Manager and authorised signatory

ENDORSED in favor of Aerodrome Infrastructure S.à r.l. with effect on 7 December 2022

/s/ Rémi Maumon de Longevialle
By: CONCESSOC 31 SAS
By: Rémi Maumon de Longevialle
Title: President

EXHIBIT 16

7 December 2022

CONCESSOC 31 SAS

as Shareholder

and

Aerodrome Infrastructure S.à r.l.

as Company

Set-off Agreement

THIS SET-OFF AGREEMENT (the **"Agreement"**) is made on and effective as of 7 December 2022,

BETWEEN

(1) **CONCESSOC 31 SAS**, a simplified joint-stock company (*société par actions simplifiée*) incorporated and existing under the laws of France, having its registered office at 1973 boulevard de la Défense, 92000 Nanterre, France, registered with the French Trade and Companies Register of Nanterre under number 918 858 226 R.C.S. Nanterre (the "**Shareholder**");

AND

(2) **Aerodrome Infrastructure S.à r.l.** (hereinafter the "**Company**"), a private limited liability company (*société à responsabilité limitée*), having its registered office at 9, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B251461 (the "**Company**");

each a "**Party**" and together the "**Parties**" to this Agreement.

RECITALS

(A) The Shareholder holds a receivable against the Company, in an aggregate amount of USD 347,772,546.03 (the "**Concessoc Receivable**"), as documented under a promissory note entered into on or around the date hereof between the Company and the Shareholder as holder (the "**Promissory Note**"), as attached hereto as Schedule 1.

(B) Pursuant to the terms and conditions of the Promissory Note, the Company notified the Shareholder of its intention to prepay a portion, amounting to USD 332,772,546.03, of the amount due under the Promissory Note (the "**Prepayment Amount**").

(C) The Concessoc Receivable is, up to the Prepayment Amount, undisputed, due, and payable (*créance certaine, liquide et exigible*).

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. CONSTRUCTION

1.1 Definitions

When used in this Agreement, the following terms have the following meanings:

"**Aerodrome Receivable**" has the meaning set out in clause 2 of this Agreement.

"**Agreement**" means this contribution agreement.

"**Business Day**" means any day on which banks are open for general business in Luxembourg and in France.

"**Company**" has the meaning set out in the above parties section.

"**Concessoc Receivable**" has the meaning set out in the above Recitals.

"**EGM**" means the general meeting of shareholder of the Company resolving the Share Capital Increase.

"**Party**" and "**Parties**" have the meaning set out in the above parties section.

"**Prepayment Amount**" has the meaning set out in the above Recitals.

"**Promissory Note**" has the meaning set out in the above Recitals.

"**Set-Off**" has the meaning set out in clause **Error! Reference source not found.** of this Agreement.

"**Share Capital Increase**" has the meaning set out in clause 2 of this Agreement.

"**Shareholder**" has the meaning set out in the above parties section.

1.2 Interpretation

In this Agreement:

(a) any reference to any agreement is to be construed as a reference to such agreement as it may be amended, supplemented, modified or extended from time to time, whether before or after the date hereof;

(b) a reference to a person or persons is, where relevant, deemed to be a reference to or to include their respective successors, permitted assignees or transferees, as appropriate;

(c) reference to clauses are references to, respectively, clauses of this Agreement;

(d) a reference to a law or regulation or any provisions thereof is to be construed as a reference to such law, regulation or provisions as the same may have been, or may from time to time hereafter be, amended or re-enacted; and

(e) words denoting the singular include the plural and vice versa;

(f) words denoting a gender also include the other gender;

(g) words denoting persons include bodies corporate, partnerships, associations and any other organised groups of persons or entities whether incorporated or not.

1.3 Clause headings

Clause headings are for ease of reference only and shall not affect interpretation.

2. SHARE CAPITAL INCREASE AND SET-OFF

The Shareholder hereby intends to restructure the share capital of the Company by cancelling the nominal value of the shares of the Company, and to increase the Company's share capital by an amount of USD 332,772,546.03 so as to increase it from its current amount of USD 20,000, represented by 20,000 shares without nominal value (the "**Shares**"), up to USD 332,792,546.03 with effect as of the EGM (the "**Share Capital Increase**").

As a result of its subscription to the Share Capital Increase, the Company will hold, as of the EGM, a receivable against the Shareholder of USD 332,772,546.03 (the "**Aerodrome Receivable**") which is an undisputed, liquid, due and payable claim (*créance certaine, liquide et exigible*).

The Parties agree that the Aerodrome Receivable will be repaid in full by way of set-off (*compensation*) in accordance with article 1289 and seq. of the Luxembourg Civil Code (against a portion of the principal amount due by the Company under the Concessoc Receivable (the "**Set-Off**").

As a consequence of the Set-Off:

- the subscription price of the Shares is fully paid, i.e., no amount is due by the Shareholder to the Company under the Aerodrome Receivable;

- a portion, amounting to USD 332,772,546.03 of the principal amount of the Concessoc Receivable is repaid. Following the Set-off, the principal amount of the Concessoc Receivable amounts to USD 15,000,000.

3. ADDITIONAL ACTIONS

The Company undertakes to comply with any necessary formalities, make any necessary registrations, notifications, publications and/or filings and take any further action required in respect of the Share Capital Increase.

4. NO WAIVER

No failure or delay of a Party to exercise any right or remedy under this Agreement shall be considered, or operate as, a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

5. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties hereto with respect to the subject matter contained herein and supersedes all prior agreements with respect hereto between the Parties.

6. AMENDMENTS

This Agreement may only be amended or supplemented by a written agreement signed by all of the Parties.

7. ASSIGNMENT

None of the Parties may assign any of their rights under this Agreement without the written consent of the other Party.

8. COSTS

Each Party shall bear its own costs, fees and expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement.

9. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, all of which shall together constitute one instrument.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg.

11. JURISDICTION

The Parties irrevocably agree that any disputes arising out of or in connection with this Agreement shall be submitted exclusively to the courts of the City of Luxembourg, Grand Duchy of Luxembourg.

The Parties have executed this Agreement in counterparts, each Party acknowledging receipt of one copy on the date first above written.

[Remainder of page remains intentionally blank and signature page follows]

The Shareholder

CONCESSOC 31 SAS

/s/ Rémi Maumon de Longevialle

Name: Rémi Maumon de Longevialle

Title: President

The Company

Aerodrome Infrastructure S.à r.l.

/s/ Kent Svensson

Name: Kent Svensson

Title: class B manager and authorised signatory

Schedule 1

Promissory Note

Exhibit 17

14 December 2022

CONCESSOC 31 SAS

as Shareholder

and

Aerodrome Infrastructure S.à r.l.

as Company

Set-off Agreement

THIS SET-OFF AGREEMENT (the **"Agreement"**) is made on and effective as of 14 December 2022,

BETWEEN

(1) **CONCESSOC 31 SAS**, a simplified joint-stock company (*société par actions simplifiée*) existing under the laws of France, having its registered office at 1973 boulevard de la Défense, 92000 Nanterre, France, registered with the French Trade and Companies Register of Nanterre under number 918 858 226 R.C.S. Nanterre (the "**Shareholder**");

AND

(2) **Aerodrome Infrastructure S.à r.l.** (hereinafter the "**Company**"), a private limited liability company (*société à responsabilité limitée*), having its registered office at 9, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B251461 (the "**Company**");

each a "**Party**" and together the "**Parties**" to this Agreement.

RECITALS

(A) As of 7 December 2022, the Shareholder holds a receivable against the Company, in an aggregate amount of USD 347,772,546.03 (the "**Receivable**"), as documented under a promissory note entered into on 7 December 2022 issued by the Company and endorsed the same day in favor of the Shareholder as holder (the "**Promissory Note**"), as attached hereto as Schedule 1.

(B) As of 7 December 2022, the Shareholder resolved to increase the share capital of the Company from USD 20,000 to USD 332,792,546.03 by setting-off part of the Receivable in an amount of USD 332,772,546.03. Consequently, as of the date hereof, an amount of USD 15,000,000 remains outstanding under the Receivable and the Promissory Note (the "**Outstanding Amount**").

(C) Pursuant to the terms and conditions of the Promissory Note, the Company hereby notifies the Shareholder of its intention to prepay the Outstanding Amount.

(D) Therefore, the Outstanding Amount constitutes a receivable which is undisputed, due, and payable (*créance certaine, liquide et exigible*).

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. CONSTRUCTION

1.1 Definitions

When used in this Agreement, the following terms have the following meanings:

"**Agreement**" means this contribution agreement.

"**Business Day**" means any day on which banks are open for general business in Luxembourg and in France.

"**Company**" has the meaning set out in the above parties section.

"**EGM**" means the general meeting of shareholder of the Company resolving the Share Capital Increase.

"**Outstanding Amount**" has the meaning set out in the above Recitals.

"**Party**" and "**Parties**" have the meaning set out in the above parties section.

"**Promissory Note**" has the meaning set out in the above Recitals.

"**Receivable**" has the meaning set out in the above Recitals.

"**Set-Off**" has the meaning set out in clause 2 of this Agreement.

"**Share Capital Increase**" has the meaning set out in clause 2 of this Agreement.

"**Shareholder**" has the meaning set out in the above parties section.

1.2 Interpretation

In this Agreement:

(a) any reference to any agreement is to be construed as a reference to such agreement as it may be amended, supplemented, modified or extended from time to time, whether before or after the date hereof;

(b) a reference to a person or persons is, where relevant, deemed to be a reference to or to include their respective successors, permitted assignees or transferees, as appropriate;

(c) reference to clauses are references to, respectively, clauses of this Agreement;

(d) a reference to a law or regulation or any provisions thereof is to be construed as a reference to such law, regulation or provisions as the same may have been, or may from time to time hereafter be, amended or re-enacted; and

(e) words denoting the singular include the plural and vice versa;

(f) words denoting a gender also include the other gender;

(g) words denoting persons include bodies corporate, partnerships, associations and any other organised groups of persons or entities whether incorporated or not.

1.3 Clause headings

Clause headings are for ease of reference only and shall not affect interpretation.

2. SHARE CAPITAL INCREASE AND SET-OFF

The Company hereby notifies the Shareholder of its intention to prepay the Outstanding Amount.

Consequently, the Shareholder hereby confirms its intention to increase the Company's share capital by an amount of USD 15,000,000 so as to increase it from its current amount of USD 332,792,546.03, represented by 20,000 shares without nominal value (the "**Shares**"), up to USD 347,792,546.03 with effect as of the EGM (the "**Share Capital Increase**").

The Parties agree to expressly waive the accrued but unpaid interest due under the Outstanding Amount from 7 December 2022 until the date hereof.

The Parties agree that the Outstanding Amount will be repaid in full by way of set-off (*compensation*) in accordance with article 1289 and seq. of the Luxembourg Civil Code (the "**Set-Off**").

As a consequence of the Set-Off:

- the subscription price of the Shares is fully paid, i.e., no amount is due by the Shareholder to the Company under the Share Capital Increase;

- the Outstanding Amount and consequently the Receivable are fully repaid and extinguished.

3. ADDITIONAL ACTIONS

The Company undertakes to comply with any necessary formalities, make any necessary registrations, notifications, publications and/or filings and take any further action required in respect of the Share Capital Increase.

4. NO WAIVER

No failure or delay of a Party to exercise any right or remedy under this Agreement shall be considered, or operate as, a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

5. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties hereto with respect to the subject matter contained herein and supersedes all prior agreements with respect hereto between the Parties.

6. AMENDMENTS

This Agreement may only be amended or supplemented by a written agreement signed by all of the Parties.

7. ASSIGNMENT

None of the Parties may assign any of their rights under this Agreement without the written consent of the other Party.

8. COSTS

Each Party shall bear its own costs, fees and expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement.

9. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, all of which shall together constitute one instrument.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg.

11. JURISDICTION

The Parties irrevocably agree that any disputes arising out of or in connection with this Agreement shall be submitted exclusively to the courts of the City of Luxembourg, Grand Duchy of Luxembourg.

The Parties have executed this Agreement in counterparts, each Party acknowledging receipt of one copy on the date first above written.

[Remainder of page remains intentionally blank and signature page follows]

[Signature page – Set-Off Agreement]

The Shareholder

CONCESSOC 31 SAS

/s/ Rémi Maumon de Longevialle

Name: Rémi Maumon de Longevialle

Title: President

The Company

Aerodrome Infrastructure S.à r.l.

/s/ Rémi Maumon de Longevialle

Name: Rémi Maumon de Longevialle

Title: class A manager

/s/ Kent Svensson

Name: Kent Svensson

Title: class B manager

Schedule 1

Promissory Note